

**District Court of the United States,
DISTRICT OF MASSACHUSETTS.**

IN EQUITY.

No. 301 (C. C. 911).

UNITED STATES OF AMERICA

v.

**UNITED SHOE MACHINERY COMPANY, OF NEW JERSEY,
ET AL.**

EXHIBITS FOR THE UNITED STATES OF AMERICA.

PLAINTIFF'S EXHIBIT 1.

[Put in Evidence, page 312.]

(10c. Internal Revenue Stamp cancelled.)

**UNITED SHOE MACHINERY COMPANY. CERTIFICATE OF
INCORPORATION.**

First: The name of the corporation is United Shoe Machinery Company.

Second: The location of its principal office in the State of New Jersey is at No. 152 Market Street, in the City of Paterson, County of Passaic.

The name of the agent therein and in charge thereof, upon whom process against this corporation may be served, is The Paterson Safe Deposit and Trust Company.

Third: The objects for which, and for any of which, this corporation is formed are to do any or all of the things herein set forth, to the same extent as natural persons might or could do the same, and in any part of the world, namely:

To manufacture, buy, sell, lease, operate and deal in and with

all kinds of machinery, tools and implements, and mechanical devices and contrivances of every name and nature whatsoever, and especially to manufacture, buy, sell, lease, operate and deal in and with all sorts of boot and shoe machinery and every kind of mechanism, contrivance, implement, tool, material or thing in any way whatsoever connected with, or useful in connection with the manufacture of boots, shoes and footwear, or the manufacture of leather and rubber goods, or goods made from materials and fabrics of any description whatsoever, or useful in connection with the manufacture or operation of any of the machinery, mechanical devices or contrivances hereinbefore mentioned; to produce, prepare and manufacture, buy, sell and deal in and with leather and rubber, and materials and fabrics of all sorts, and the raw materials from which said leather, rubber materials or fabrics are produced; to manufacture, buy, sell and deal in and with boots, shoes and footwear and all articles and things of every description that may be produced or manufactured, in whole or in part, from leather, rubber or any other materials or fabrics; and in general to produce, prepare, manufacture and deal in and with goods, wares, merchandise, property, materials and things of every class and description.

To purchase, acquire, erect, establish, hold and dispose of manufactories, workshops, plants and buildings of every description, and to fully equip the same with a view to carrying out the purposes herein set forth, or any of them.

To purchase, lease or otherwise acquire, and to sell, let, mortgage, or otherwise dispose of, to the same extent that a natural person might do, lands, buildings and all sorts of property, both real and personal, within or without the State of New Jersey, and in any part of the world.

To apply for, obtain, register, purchase, lease, or otherwise acquire, and to hold, own, use, operate, sell, assign or otherwise dispose of any and all trade-marks, trade-names and distinctive marks, copyrights and patent rights, and all inventions, improvements and processes used in connection with or secured under Letters Patent of the United States or elsewhere, or otherwise, and

to use, exercise, develop, grant licenses in respect of, or otherwise turn to account any such trade-marks, patents, licenses, concessions, processes and the like, or any such property, rights and information so acquired, and, with a view to the working and development of the same, to carry on any legal business whatsoever, whether manufacturing or otherwise, which the corporation may deem calculated, directly or indirectly, to accomplish these objects, or any of them.

To acquire the good-will, rights, stock and property of all kinds, and to undertake the whole or any part of the assets and liabilities of any person, firm, association or corporation, and to pay for the same in cash, stock of this corporation, bonds, or otherwise.

To issue from time to time, so far as may be convenient for the accomplishment of the purposes, or any of them, herein contained, bonds of the corporation to such amount, in such denomination and on such terms as the Board of Directors may determine, and, if desired, to secure the same by pledge or mortgage of any or all of its property, and, if deemed advisable, by mortgage of the franchises of the company, in such manner as may be allowed by law.

To hold, purchase, or otherwise acquire and invest in, sell, assign and transfer, mortgage, pledge, guarantee, or otherwise dispose of shares of the capital stock, bonds, debentures, or other evidences of indebtedness created by any other corporation or corporations; and, while the holder of such stock, bonds and debentures, to exercise all the rights and privileges of ownership, including the right to vote thereon, to the same extent as a natural person might or could do.

To make and enter into contracts of every sort and kind with any individual, firm, association, corporation — private, public or municipal — and with the Government of the United States, of any state, territory or colony thereof, or any foreign government.

To carry on any other business, and to do any and all other things which may seem to the company capable of being conveniently carried on or done in connection with the objects hereinbefore set forth, or any of them, or calculated, directly or indirectly, to develop the company's business, or to enhance the

value of the company's property or rights ; and to do all or any of the above things within or without the State of New Jersey, and in any part of the world, as principals, agents, contractors, trustees, or otherwise, and by or through trustees, agents or otherwise, and either alone or in conjunction with other individuals, firms, associations or corporations.

It is intended that the objects specified and clauses contained in this third paragraph shall, except where otherwise expressed in said paragraph, be nowise limited or restricted by reference to, or inference from the terms of any other clause of this, or any other paragraph in this charter, but that the objects specified in each of the clauses of said third paragraph shall be regarded as independent objects, and shall further be regarded as in furtherance of and not in limitation of the general powers conferred by the laws of the State of New Jersey.

Fourth : The total amount of the capital stock of said corporation is to be twenty-five million dollars (\$25,000,000), divided into one million (1,000,000) shares, with a par value of twenty-five dollars (\$25) each. Of said capital stock, five hundred thousand (500,000) shares, amounting at par to twelve million five hundred thousand dollars (\$12,500,000), are to be preferred stock, and five hundred thousand (500,000) shares, amounting at par to twelve million five hundred thousand dollars (\$12,500,000), are to be common stock.

From time to time, the preferred stock and the common stock shall be issued in such amounts and proportion as shall be determined by the Board of Directors, and as may be permitted by law.

The rights, privileges and conditions following shall attach to the shares aforesaid, that is to say :

The preferred stock shall be entitled, out of the surplus net earnings, after all amounts which may be determined upon have been reserved as working capital, to a fixed cumulative preferential dividend at the rate of, but never exceeding, six per cent. per annum on the par value of said stock, and such dividends shall be declared in January of each year, unless some specified day or days for that purpose be fixed by the by-laws. If, in any year,

dividends amounting to six per cent. per annum, shall not be paid on such preferred stock, the deficiency shall be a charge on said net earnings over and above the amount reserved as working capital, and be payable, but without interest, before any dividends shall be paid upon or set apart for the common stock. In the event of the dissolution of the corporation, or the distribution of its assets, the holders of the preferred stock and the holders of the common stock shall share and share alike.

The common stock shall be subject to the prior rights of the preferred stock, as herein declared, but the shares of preferred and common stock shall have equal voting power.

If, after appropriating the accumulated profits of the company, in excess of the amount reserved as working capital, to such dividends on the preferred stock of the company as may be required, there remain further accumulated profits, over and above the amount reserved as working capital, the Directors shall, in January of each year, unless some specific day or days for that purpose be fixed in the by-laws, declare a dividend of said profits on the common stock.

Fifth: The names and the post-office address of the incorporators, and the number of shares of the common stock subscribed for by each, the aggregate of which being three thousand (3,000) dollars, is the amount of capital stock with which the corporation shall commence business, are as follows:

Names.	P. O. Address.	No. of Shares of Common Stock.
J. Wilson Smyth,	14 Hill St., Newark, N. J.	Forty shares
Robert Miller,	Main St., Paterson, N. J.	Forty shares
John S. Tylee,	VanHouten St., Paterson, N. J.,	Forty shares

Sixth: The duration of the corporation is to be perpetual and unlimited.

Seventh: The property and business of the corporation shall be managed by a Board of Directors, who shall have power, among other things, without the assent or vote of the stockholders, to make, alter, amend and rescind the by-laws of this corporation; to fix the amount to be reserved as working capital; to authorize and

cause to be executed mortgages and liens upon the real and personal property of the corporation, to issue bonds of the corporation, and, if deemed advisable, to secure the same, and, from time to time, to sell, assign, transfer or otherwise dispose of any or all of the property of the corporation, but no such sale of all the property shall be made, except pursuant to a vote of at least two-thirds of the Board of Directors.

The corporation may use and apply its surplus earnings or accumulated profits, authorized by law to be reserved, to the purchase or acquisition of property, and to the purchase or acquisition of its own capital stock, from time to time, to such extent and in such manner and upon such terms as its Board of Directors shall determine. And neither the property nor the capital stock so purchased and acquired, nor any of its capital stock taken in payment or satisfaction of any debt due to the corporation, shall be regarded as profits for the purposes of declaration or payment of dividends, unless otherwise determined by the Board of Directors.

The Board of Directors may from time to time sell, assign, transfer or otherwise dispose of any or all of the property or the capital stock so purchased and acquired, and may reinvest or reserve the proceeds thereof as working capital.

The corporation, in its by-laws, may prescribe the number necessary to constitute a quorum of the Board of Directors, which number may be less than a majority of the whole number; and, by vote of the Board of Directors, the number of Directors may at any time be increased or altered, and, in case of such increase, the Board of Directors shall have power to elect additional Directors to fill the directorships created by such increase, such additional Directors to hold office until the next annual meeting of the stockholders, or until their successors shall be elected.

The Board of Directors, by resolution passed by a majority of the whole Board, may designate three or more Directors to constitute an Executive Committee, which Committee, to the extent provided in said resolution, or in the by-laws of the corporation, shall have and may exercise the power of the Board of Directors in the management of the business and affairs of the corporation, and

shall have power to authorize the seal of the corporation to be affixed to all papers which may require it.

The Board of Directors from time to time shall determine whether and to what extent, and at what times and places, and under what conditions and regulations, the accounts and books of the corporation, or any of them, shall be open to the inspection of the stockholders; and no stockholder shall have the right of inspecting any account, or book, or document of the corporation, except as conferred by statute, or authorized by the Board of Directors, or by a resolution of the stockholders.

The Board of Directors shall have power to hold its meetings, to have one or more offices, and to keep the books of the corporation (except the stock and transfer books) outside of this State, at such places as may be from time to time designated by them.

We, the undersigned, for the purpose of forming a corporation in pursuance of an Act of the Legislature of the State of New Jersey, entitled "An Act Concerning Corporations" (Revision of 1896) and the various acts amendatory thereof and supplemental thereto, do associate ourselves into a corporation, and do make, record and file this certificate, and do respectively agree to take the number of shares of stock hereinbefore set forth, and accordingly hereunto have set our hands and seals.

Dated at Paterson aforesaid this seventh day of February, 1899.

J. WILSON SMYTH [L. S.]

ROBERT MILLER [L. S.]

JOHN S. TYLEE [L. S.]

In presence of:

Wm. I. Lewis.

State of New Jersey

County of Passaic ss

Be it remembered that on this seventh day of February, A. D. eighteen hundred and ninety-nine, before the undersigned personally appeared J. Wilson Smyth, Robert Miller and John S. Tylee, who, I am satisfied, are the persons named in and who executed the foregoing certificate, and, I having first made known to them, and each of them, the contents thereof, they did each acknowledge that

they signed, sealed and delivered the same as their voluntary act and deed.

WM. I. LEWIS,
A Master in Chancery of New Jersey.

[Endorsed:]

"Received in the Clerk's Office of the County of Passaic on the 7th day of Feby A. D., 1899, at o'clock, in the noon, and recorded in Book G of Certificates for said County, on pages 308, &c.

A. D. WINFIELD, Clerk.

"Filed Feb 7 1899 George Wurts Secretary of State."

STATE OF NEW JERSEY.

Department of State.

I, S. D. Dickinson, Secretary of State of the State of New Jersey, do hereby certify that the foregoing is a true copy of the certificate of incorporation of United Shoe Machinery Company, and the endorsements thereon, as the same is taken from and compared with the original filed in my office on the Seventh day of February A. D. 1899, and now remaining on file and of record therein.

In testimony whereof, I have hereunto set my hand and affixed my Official Seal at Trenton, this Eleventh day of August A. D. 1911.

S. D. DICKINSON

[SEAL]

Secretary of State.

[Endorsed:]

Certified Copy of Certificate of Incorporation of United Shoe Machinery Company.

PLAINTIFF'S EXHIBIT 2.

[Put in Evidence, page 312.]

State of New Jersey, ss :

We, the undersigned, in order to form a corporation for the purposes hereinafter stated under and pursuant to the provisions of the Act of the Legislature of the State of New Jersey entitled "An Act Concerning Corporations (Revision of 1896)" and the Acts amendatory thereof and supplemental thereto, do hereby certify as follows : —

First. The name of the corporation is "United Shoe Machinery Corporation".

Second. The location of its principal office in this State is at Number 152 Market Street, in the City of Paterson, and County of Passaic. The name of the agent therein and in charge thereof upon whom process against this corporation may be served is The Paterson Safe Deposit and Trust Company.

Third. The objects for which the corporation is formed are : —

To manufacture, buy, sell, lease, operate and deal in and with all kinds of machinery, tools, and implements, and mechanical devices and contrivances of every name and nature whatsoever, and especially to manufacture, buy, sell, lease, operate and deal in and with all sorts of boot and shoe machinery, lasts, trees, forms, and every kind of mechanism, contrivance, implement, tool, material, or thing in any way whatsoever connected with, or useful in connection with the manufacture of boots, shoes and footwear, or the manufacture of leather and rubber goods, or goods made from materials and fabrics of any description whatsoever, or useful in connection with the manufacture or operation of any of the machinery, mechanical devices or contrivances hereinbefore mentioned ; to produce, prepare and manufacture, buy, sell and deal in and with leather and rubber, and materials and fabrics of all sorts, and the raw materials from which said leather, rubber materials or fabrics are produced ; to manufacture, buy, sell and deal in and with boots, shoes and footwear and all articles and things of every description that may be produced or manufactured, in whole or in

part, from leather, rubber or any other materials or fabrics; and in general to produce, prepare, manufacture and deal in and with goods, wares, merchandise, property, materials and things of every class and description.

To carry on the business of manufacturers of and dealers in all kinds of eyelets, hooks, buttons, studs, nails, wires, rivets, tacks, metallic and other plates, metallic, wood and other fastenings, laces, cloth, linen, tape and other fabrics, brushes, abrasive materials, cements, dressings, stains, blackings and other requisites for the improvement and treatment of boots and shoes, threads, elastic material, buttons and inner soles, and other articles or substances for protecting feet from damp or heat, and other articles or substances used in connection with the manufacture of boots and shoes, corsets, stationery, sails, tents, clothing and for analogous purposes, and to carry on the business of manufacturers of and dealers in all kinds of appliances, devices, findings, tools, mechanisms, accessories, processes and things which may be used or useful in connection with the manufacture or treatment of any of the above named articles or substances.

To acquire, own, lease, occupy, use or develop any lands, containing coal, metals, or minerals, or other ores, or oil, which shall be useful or convenient in carrying on said business. To mine or otherwise extract or remove and deal in coal, ores, minerals, or timber from any lands owned, acquired, leased or occupied by the company.

To purchase, acquire, erect, establish, hold and dispose of manufactories, workshops, plants, and buildings of every description, and to fully equip the same with the view of carrying out the purposes herein set forth or any of them; to purchase, lease or otherwise acquire, hold and dispose of in any manner lawful for individuals, lands, buildings, houses for employees, and all sorts of property both real and personal, within or without the State of New Jersey or in any part of the world, which shall be necessary or convenient for carrying out the purposes herein set forth or any of them.

In connection with and in furtherance of the general business of

the company, to lay out lands for building purposes and to build on, improve, let on building lease, advance money to persons building thereon or otherwise develop the same in such manner as may seem expedient to advance the company's interest.

To construct bridges, buildings, machinery, shops, boats, engines, cars and other equipment, railroads, docks, slips, elevators, waterworks, gas works and electric works, viaducts, aqueducts, canals and other waterways, and any other means of transportation, and to sell or otherwise dispose of the same, or to maintain or operate the same but not to maintain or operate any railroad or canal in the State of New Jersey.

To apply for, obtain, register, purchase, lease or otherwise acquire, and to hold, own, use, operate, introduce, sell, assign or otherwise dispose of any and all trade-marks, trade-names and distinctive marks, copyrights, patents and patent rights, and all inventions, improvements and processes used in connection with or secured under Letters Patent of the United States or elsewhere, or otherwise, and to use, exercise, develop, grant licenses in respect of, or otherwise turn to account any such trade-marks, patents, licenses, concessions, processes and the like, or any such property, rights and information so acquired, and, with a view to the working and development of the same, to carry on any legal business whatsoever, whether manufacturing or otherwise, which the corporation may deem calculated, directly or indirectly, to accomplish these objects or any of them.

To acquire the good-will, rights, stock and property of all kinds, and to undertake the whole or any part of the assets and liabilities of any person, firm, association or corporation, carrying on any business which this corporation is authorized to carry on, and to pay for the same in cash, shares of stock of this corporation, bonds or otherwise.

To purchase, acquire by subscription or otherwise, and to hold for investment or otherwise, use, sell, assign, transfer, mortgage, pledge, or otherwise dispose of and to guarantee any shares of stock, bonds, securities, or other obligations of any other corporation or association carrying on any business which this corpora-

tion is authorized to carry on; to aid in any manner any such corporation or association whose shares of stock, bonds or other obligations are held or in any manner guaranteed by the company, and to do any other act or things now or hereafter permitted by law for the preservation, protection, improvement, or enhancement of the value of such shares of stock, bonds, securities or other obligations, and to do any acts or things permitted by law designed for any such purpose; and while owner of any such shares of stock, bonds, securities or other obligations, to exercise all the rights, powers and privileges of ownership thereof, and to exercise any and all voting powers thereon to the same extent as a natural person might or could do.

To enter into partnership or into any arrangement for sharing profits, union of interest, joint adventure or co-operation with any person, partnership, association or corporation carrying on or engaged in any business which this corporation is authorized to carry on or engage in.

To establish and support, or to aid in the establishment and support of associations, institutions or conveniences calculated to benefit employees or ex-employees of the company, or any of its predecessors in business, or the dependents or connections of such persons, and to grant pensions and allowances, and to make payments towards insurance, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition, or for any public, general or useful object.

To issue from time to time, when and as may be convenient for the accomplishment of the purposes or any of them herein set forth, bonds and other securities, or obligations of the corporation to such amount and in such denomination and on such terms as the Board of Directors shall determine; and, when authorized by the stockholders as hereinafter provided, to pledge, mortgage or convey in trust any and all shares of stock, bonds, securities, obligations or other property of the corporation, to secure any bonds, securities or other obligations so issued.

To make, enter into and guarantee contracts of every sort and kind with any individual, firm, association, corporation — private,

public or municipal, — or with the government of the United States of America, or of any State, Territory or Colony thereof, or any foreign government, for the purpose of attaining or furthering any of the purposes herein set forth; and to carry on any other business and to do any and all other acts which may seem to the corporation capable of being conveniently carried on or done in connection with the purposes herein set forth or any of them or calculated directly or indirectly to develop the business of the corporation, or enhance the value of the property or rights of the corporation, and to do any or all of the above things within or without the State of New Jersey, or in any part of the world as principals, agents, contractors, trustees, guarantors or otherwise, or by or through trustees, agents or otherwise, and either alone or in conjunction with other individuals, firms, associations or corporations, and to exercise any and all other powers for the accomplishment and furtherance of the purposes herein set forth, which a copartnership or natural person could do or exercise, and which now is or hereafter shall be authorized or permitted by law.

To use and apply from time to time its surplus or net profits arising from its business to the purchase or acquisition of its bonds, securities or other obligations or shares in its own capital stock, to such extent and in such manner and upon such terms as the Board of Directors shall determine; and from time to time to accept as security for, or in payment on account of or in satisfaction of any claim or demand of the corporation, shares in its own capital stock on such terms as the Board of Directors may determine.

To do all and everything necessary or convenient for the accomplishment of the purposes, objects and powers above-mentioned, or incidental thereto, and to conduct its business, or do anything which it is authorized to do, in every State and in the Territories and Colonies of the United States of America and in foreign countries, and to have one office or more than one office, and to keep the books of the corporation outside of the State of New Jersey, except as otherwise may be provided by law; and to hold, purchase, mortgage and convey real and personal property either in or out of the State of New Jersey, but not to engage in any business

hereunder which shall require the exercise of the right of eminent domain within the State of New Jersey or which is prohibited to corporations formed under the statutory provisions aforesaid.

It is declared that the objects and powers specified, and the clauses contained in this paragraph "Third", shall be in no wise limited or restricted by reference to or inference from the terms of any other clause of this or any other paragraph in this certificate.

Fourth: The total amount of the authorized capital stock of the corporation is Fifty Million Dollars (\$50,000,000.) divided into two million (2,000,000) shares of the par value of Twenty-five Dollars (\$25.00) each. Of such authorized capital stock, Six Hundred Thousand (600,000) shares, amounting at par to Fifteen Million Dollars (\$15,000,000.) shall be preferred stock, and One Million Four Hundred Thousand (1,400,000) shares amounting at par to Thirty-five Million Dollars (\$35,000,000.) shall be common stock. The amount of the capital stock with which the corporation shall commence business is Thirty Thousand Dollars (\$30,000.).

From time to time the amount of the capital stock hereby authorized may be increased according to law and as provided in this certificate, and the preferred and common stock, hereby authorized, and all capital stock which shall hereafter be authorized, may be issued from time to time by the Board of Directors, in such amounts and proportions and for such considerations as shall from time to time be determined by the Board of Directors and as shall be permitted by this certificate and by law.

The rights, privileges and conditions following shall attach to the shares aforesaid:

The holders of the preferred stock shall be entitled to receive, when and as declared by the Board of Directors, from the surplus or net profits arising from the business of the corporation, after all amounts which shall have been determined upon by the Board of Directors shall have been reserved as working capital, cumulative dividends at the rate of, but never exceeding, six per cent. (6%) per annum, payable quarterly on dates to be fixed by the by-laws or by the Board of Directors, in preference and priority to the declaration or payment of any dividend on the common stock.

Shares of preferred stock issued between the dates fixed for the payment of dividends shall be entitled at the next dividend date to a dividend at the rate aforesaid from the date of issue.

In the event of any liquidation or dissolution or winding up (whether voluntary or involuntary) of the corporation, the holders of the preferred stock shall be entitled to be paid thirty-five dollars (\$35) per share and the unpaid dividends accrued thereon, out of the capital of the corporation or the proceeds thereof before any amount shall be paid therefrom to the holders of the common stock; and after the payment to the holders of the preferred stock of the sum of thirty-five dollars in respect to each share thereof and the accrued dividends thereon, the remaining assets and funds of the corporation shall be divided and paid to the holders of the common stock according to their respective shares.

The holders of the preferred stock shall not be entitled to any other or further share in the surplus or net profits of the corporation, nor shall they be entitled to any other or further payment or distributive share in the capital of the corporation in the event of liquidation, dissolution or winding up, than as above provided, nor shall they be entitled in any event to any right to subscribe to, or to take, or to receive any preferred or common stock of the corporation, which is hereby authorized or preferred, common or other stock which shall be hereafter authorized, whether the preferred, common or other stock now or hereafter authorized shall be issued for cash at prices at or above par to be determined by the Board of Directors, or in or on account of payment for property purchased, or by way of stock dividends, or by way of capitalization of the surplus or net profits, or however otherwise lawfully issued.

If, in respect to any quarterly dividend period, a dividend at the rate of six per cent. per annum upon the par value of the preferred stock shall not be declared and paid the deficiency shall be a charge on the surplus or net profits arising from the business of the corporation over and above the amount which the Board of Directors shall have reserved as working capital, and shall be payable, but without interest, before any dividends shall be declared or paid in respect to the common stock.

So long as dividends on the preferred stock shall be paid quarterly as aforesaid, the holders of the preferred stock shall have no voting power on any question as to the increase of the authorized capital stock by additional common stock, or by any stock deferred to the preferred stock in respect to dividends and lien upon the capital of the corporation; but should any dividend on the preferred stock be not declared and paid, when payable as above provided, and remain so unpaid for a period of three months, then and so long as such dividend or any part thereof, remains unpaid by reason of any default or neglect of the corporation, the holders of the preferred stock entitled to such unpaid dividend or part thereof, shall be entitled to the same voting powers thereon as belong to the holders of common stock, but upon the payment of such unpaid dividend or part thereof, the voting power upon said preferred stock shall again cease as aforesaid, and so on from time to time as long as any dividend or part thereof upon the preferred stock shall remain unpaid for three months after the same has become payable as above provided. Upon all other questions, and, in particular, upon questions relating to the increase or decrease of the authorized preferred stock, the holders of the preferred stock and the holders of the common stock shall at all times have equal voting powers.

Whenever all cumulative dividends on the preferred stock for all previous years shall have been declared and shall have become payable, and the accrued quarterly instalments for the current year shall have been declared, and the corporation shall have paid such cumulative dividends for previous years, and such accrued quarterly instalments, or shall have set aside from its surplus or net profits a sum sufficient for the payment thereof, the Board of Directors may declare dividends on the common stock, payable then or thereafter, out of any remaining surplus or net profits.

Fifth. The names and Post Office addresses of the undersigned incorporators and the number of shares of stock for which severally and respectively we do here subscribe (the aggregate of our subscription being thirty thousand dollars (\$30,000), is the amount

of the capital stock with which the corporation will commence business) are as follows:—

Name.	Post Office Address.	Number of Shares.	
		Common Stock.	Preferred Stock.
John Reynolds	Paterson, N. J.	400	
William Berdan	" "	400	
Frank Gledhill	" "	400	

Sixth. The duration of the corporation shall be perpetual.

Seventh. The first Board of Directors of the corporation shall consist of three persons to be elected by the stockholders at their first meeting. Thereafter the number to constitute the Board shall be fixed from time to time by the by-laws or by the Board of Directors.

The Board of Directors shall have the management and entire control of all the property and business affairs of the corporation, and, for that purpose, they shall have and exercise all the powers of the corporation which are not reserved to the stockholders by this certificate or by the laws of the State of New Jersey, now or hereafter in force.

Among all other powers which may be exercised by the Board of Directors, the Board shall, subject to by-laws made by the stockholders, have full power with respect to the following:—

1. To make by-laws and from time to time to alter, amend and repeal any by-laws, but any by-laws made by the Board of Directors may be altered or repealed by the stockholders at any annual meeting, or at any special meeting, provided notice of such proposed alteration or repeal be included in the notice of the meeting.

2. To prescribe the number necessary to constitute a quorum of the Board of Directors, which number may be less than a majority of the whole number; and, by vote of the Board of Directors, the number of Directors may at any time be increased or altered, and, in case of such increase, the Board of Directors shall have the power to elect additional Directors to fill the directorships created by such increase, such additional Directors to hold office until the next annual meeting of the stockholders, or until their successors shall have been elected and qualified. In case of any vacancy

among the Directors through death, resignation, disqualification or other cause, the Directors remaining in office may elect a successor Director to hold office for the unexpired portion of the term of the Director whose office shall have become vacant and until the election and qualification of a successor.

3. By the affirmative vote of a majority of the whole Board, to designate three or more Directors to constitute an Executive Committee, and to determine what number thereof shall constitute a quorum, which Committee, to the extent provided in said vote, or in the by-laws of the corporation, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the corporation, including power to authorize the seal of the corporation to be affixed to all papers which may require it.

4. By the affirmative vote of a majority of the whole Board, to appoint other standing committees, and such standing committees shall have and may exercise such powers as shall be conferred upon them or authorized by the by-laws or by the votes appointing them.

5. To elect or appoint one or more Vice Presidents, one or more Assistant Treasurers, and one or more Assistant Secretaries; and to the extent provided in the by-laws the persons so appointed respectively shall have and may exercise all the powers of the President, of the Treasurer, and of the Secretary respectively, to elect, appoint, and at their discretion remove, all officers and committees; to employ and remove at their pleasure managers, agents, clerks and workmen; to fix the compensation of all officers and employees, and to require of them security for the faithful performance of their respective duties; and to confer by vote or resolution upon any officer or committee, the right to appoint and remove at pleasure all officers, managers, agents, clerks and workmen, except the President, the Vice President, the Treasurer and the Secretary.

6. To fix and determine and to vary the amount to be reserved as working capital from time to time; to issue bonds, debentures, notes, or other obligations or evidences of the debt of the corporation; and from time to time, to sell, assign, transfer or otherwise

dispose of any or all property of the corporation ; but no such sale of all the property shall be made except pursuant to a vote of at least two-thirds of the Board of Directors.

7. To declare and pay dividends, but only from the surplus or from the net profits arising from the business of the corporation, after deducting therefrom the amount, at the time when any dividend is declared, which shall have been reserved by the Directors as working capital.

8. To use and apply from time to time the surplus or net profits arising from the business of the corporation, to the purchase or acquisition of property and to the purchase or acquisition of its bonds, securities or other obligations or shares of its own capital stock, to such extent and in such manner and upon such terms as the Board of Directors shall determine ; to sell, assign, transfer or otherwise dispose of from time to time any or all of the property, obligations or shares of stock so purchased or acquired, unless such shares shall have been retired for the purpose of decreasing the corporation's capital stock, as provided by law ; and to reinvest or reserve the proceeds thereof as working capital, or dispose of the same as surplus or net profits of the corporation.

9. To hold meetings of the Board of Directors, to have one or more offices, and to keep the books of the corporation, except the stock and transfer books outside of the State of New Jersey at such places as the Board shall from time to time designate.

10. To determine from time to time, by the by-laws or by vote, whether and to what extent, and at what times and places, and under what conditions and regulations, the accounts and books of the corporation, or any of them, shall be open to the inspection of the stockholders ; and no stockholder shall have the right of inspecting any account, or book, or document of the corporation, except as conferred by statute, or authorized by the Board of Directors, or by a resolution of the stockholders.

Unless authorized by votes given in person or by proxy by stockholders holding at least two-thirds of the capital stock of the corporation, which is represented and voted upon in person or by proxy at a meeting specially called for that purpose, or at an

annual meeting, the Board of Directors shall not mortgage or pledge any of its real property, or any shares of the capital stock of any other corporation; but this prohibition shall not be construed to apply to the execution of any purchase-money mortgage or any other purchase-money lien.

As authorized by the Act of the Legislature of the State of New Jersey, passed March 22, 1901, amending the seventeenth section of "Act concerning Corporations (Revision of 1896)" any action which theretofore required the consent of the holder of two thirds of the stock at any meeting, after notice to them given, or required their consent in writing to be filed, may be taken upon the consent of, and the consent given and filed by the holders of two-thirds of the stock of each class represented at such meeting in person or by proxy.

The corporation reserves the right to amend, alter or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by statute, and all rights conferred on stockholders herein are granted subject to this reservation, except that there shall be no change in the per centum or cumulation of quarterly dividends upon the preferred stock, or of the lien of the preferred stock upon the capital of the corporation in case of liquidation, dissolution or winding up.

In witness whereof the undersigned have hereto set their hands and seals the first day of May A. D. One Thousand Nine Hundred and Five.

JOHN REYNOLDS [L. S.]

WM. BERDAN [L. S.]

FRANK GLEDHILL [L. S.]

Signed, Sealed and Delivered in the presence of

John W. Griggs

State of New Jersey

County of Passaic, ss.

Be it remembered That on this first day of May A. D. Nineteen Hundred and Five before the undersigned, personally appeared John Reynolds, William Berdan and Frank Gledhill who I am sat-

isfied are the persons named in and who executed the foregoing certificate, and I having first made known to them and each of them the contents thereof, they did each acknowledge that they signed and delivered the same as their voluntary act and deed.

JOHN W. GRIGGS

A Master in Chancery of New Jersey.

Received in the Clerk's Office of the County of Passaic on the First day of May A. D. 1905, at 4.15 o'clock in the afternoon, and recorded in book "O" of Certificates for said County on pages

JNO. J. SLATER, Clerk.

[Endorsed:]

"Filed and recorded May 2 1905 S. D. Dickinson Secretary of State."

STATE OF NEW JERSEY.

Department of State.

I, S. D. Dickinson, Secretary of State of the State of New Jersey, do hereby certify that the foregoing is a true copy of the certificate of incorporation of "United Shoe Machinery Corporation", and the endorsements thereon, as the same is taken from and compared with the original filed in my office on the second day of May A. D. 1905, and now remaining on file and of record therein.

In testimony whereof, I have hereunto set my hand and affixed my official seal at Trenton, this eleventh day of August A. D. 1911.

S. D. DICKINSON

[SEAL]

Secretary of State.

[Endorsed:]

Certified Copy of Certificate of Incorporation of "United Shoe Machinery Corporation".

PLAINTIFF'S EXHIBIT 3.

[Put in Evidence, page 316.]

Lease No. 4279 Turn Set. [Form 597.]

Transfer from Lease No.

This Lease and Agreement, made at Boston, Massachusetts, this 16th day of March A.D. 1898, by and between Goodyear Shoe Machinery Company, a corporation established under the laws of the State of Maine, Lessor, and party hereto of the first part, and *Kiner Bros., Agents, doing business in Mount Holly, N. J.* Lessee, and party hereto of the second part, Witnesseth ;

Whereas, the Lessor is the owner of or is licensed under the several Letters Patent of the United States, recited in the schedule following, viz. :

SCHEDULE OF PATENTS.

No. 240,307, dated April 19, 1881.	No. 461,793, dated October 20, 1891.
No. 253,156, dated January 31, 1882.	No. 463,967, dated November 24, 1891.
No. 260,990, dated July 7, 1882.	No. 488,505, dated December 20, 1892.
No. 267,798, dated November 21, 1882.	No. 495,452, dated April 11, 1893.
No. 317,758, dated May 12, 1885.	No. 518,911, dated April 24, 1894.
No. 317,759, dated May 12, 1885.	No. 533,301, dated January 29, 1895.
No. 412,704, dated October 8, 1889.	No. 540,438, dated June 4, 1895.
No. 453,999, dated June 9, 1891.	No. 561,386, dated June 2, 1896.

And, whereas, the Lessee desires a license to use the inventions, or some of them, which are patented in and by the above-recited Letters Patent, and also desires a lease of the machines which are designated by their numbers in the schedule of machines following, viz. :

SCHEDULE OF MACHINES.

Goodyear Turn Machine , No. 1285
 Turn Channeler , No. 737
 Moulder , No. 620
 Turn Shoe Trimmer , No.

The said machines being the property of the Lessor:

Now, therefore, the Lessor in consideration of one dollar and

[MEMO BY CLERK.— All words and figures printed in italics in these exhibits were in handwriting in the originals.]

other valuable consideration to it paid by the Lessee, the receipt of which is hereby acknowledged, and in further consideration of the agreements and conditions hereinafter contained, on the part of the Lessee to be kept and performed, doth lease unto the Lessee the machines designated by their numbers in the foregoing Schedule of Machines, and doth license the Lessee and the operatives in his employment to use the machines hereby leased, and also such of the inventions patented as aforesaid as are embodied in the said machines, or either or any of them, but upon the agreements and conditions hereinafter set forth; and this lease and license is granted by the Lessor and accepted by the Lessee on the express condition that the Lessee shall faithfully keep and perform all the agreements and conditions herein contained on his part to be kept and performed, and upon breach of the same, or either or any of them, by the Lessee, the Lessor, notwithstanding any express or implied waiver of any prior breach, may at its option cancel and terminate this lease and license, and upon written notice thereof by the Lessor to the Lessee or to any one in the possession or apparent control of the machines hereby leased, or either or any of them, this lease and license shall terminate, and possession of the said machines shall thereupon re-vest in the Lessor;

And the Lessee hereby agrees to keep and perform all the following conditions of this lease and license:

First. The Lessee hereby agrees to use, and is hereby licensed to use, the machines hereby leased and the inventions patented as aforesaid only in his factory in *Mount Holly* in the State of *New Jersey* and only in the manufacture of boots and shoes, and agrees to keep the said machines in working order at his own expense and to procure of the Lessor or its agents all parts for repairing the machines hereby leased, and agrees not to add to or subtract from the said machines any part or mechanism whatever, now or hereafter organized or connected therewith by the Lessor, nor to make nor allow to be made any change or alteration in the same, nor to remove or deface any dates, numbers or inscriptions now or hereafter impressed thereon or affixed thereto by the Lessor.

Second. The Lessee hereby agrees to permit the agents and

inspectors of the Lessor, at all reasonable times, to have convenient access to the machines, to examine and inspect the same and the use thereof, and to verify the operator's reports, and to add improvements to the machines as the Lessor may see fit; and the agreements and conditions herein contained shall apply to all improvements which the Lessor shall hereafter add to the machines, and to all patented inventions hereafter embodied therein, with the same effect as if the patents therefor were included in the foregoing schedule of patents.

Third. The following is the schedule of rents and royalties hereinafter referred to, and which it is understood and agreed is to be paid by the Lessee for each pair of shoes or boots respectively made by the aid of the machines hereby leased, or either or any of them, or by the use of the inventions patented as aforesaid, or either or any of them, viz. :

SCHEDULE OF RENTS AND ROYALTIES FOR GOODYEAR TURNED WORK.

Children's	.	.	.	2	cents per pair.
Misses'	.	.	.	2	" "
Women's	.	.	.	3	" "
Youths'	.	.	.	3	" "
Boys'	.	.	.	3	" "
Men's	.	.	.	3	" "

Fourth. The Lessee hereby agrees to keep proper books of account, and make true and complete entries therein of all transactions relating to the manufacture and sale of all boots and shoes made by him, or by any other person for him or for others, by the aid of the machines hereby leased, or any of them, or by the use of the inventions patented as aforesaid, or either or any of them, and to render an account thereof to the Lessor on or before the tenth day of each month, which account shall specify the number of pairs of boots and shoes made under this lease and license during the calendar month next preceding, and the class to which they belong according to the above schedule of rents and royalties; and the Lessee agrees that he will require the operator or operators on said machines to keep a daily account of all boots or shoes made by the

aid of said machines upon the printed forms to be furnished by the Lessor, in duplicate, one copy of which, containing such reports for the calendar month next preceding, the Lessee agrees to send, on or before the tenth day of each month, to the Lessor, and, whenever required by the Lessor, to make oath to the correctness of said returns, and to allow the Lessor, by its agents or attorneys, to examine and take copies or extracts from the original book or books of account of the Lessee and the accounts kept by the operator or operators as aforesaid; and the Lessee hereby agrees to send to the Lessor, on or before the tenth day of each month, in case the machines hereby leased have not been run during the month next preceding, one of the aforesaid printed forms furnished by the Lessor, marked across the face with the words "not running," or "not in use."

Fifth. The Lessee agrees to pay unto the Lessor, as rent for the machines hereby leased, and as royalty for the use of the inventions patented as aforesaid as hereby licensed, the rent and royalty specified in the schedule forming part of Section Third herein, for each pair of boots or shoes of the respective kinds mentioned or described in said schedule, made by the aid of the said machines, or either or any of them, or by the use of the said inventions, or either or any of them; the rents and royalties for all such boots and shoes, made as aforesaid during one calendar month, to be due and payable on the last day of the calendar month next following; but the Lessor hereby agrees that, **if the rents and royalties due on the last day of any month shall be paid on or before the fifteenth day of that month, it will, in consideration thereof, grant a discount of fifty per cent. from the rents and royalties specified in the schedule aforesaid.**

Sixth. The Lessee agrees that the machines hereby leased shall be used only in the manufacture of boots or shoes known in the trade as "turns" or "turned work," and that he will not use or permit the use of said machines, or either or any of them, upon boots or shoes of any other class, or for any other purpose, unless the consent in writing of the Lessor shall first have been obtained, and that he will not use, or permit the use, in his factory, of any

sewing machine for uniting the soles of turn shoes to their uppers which is not leased to him by the Lessor, unless the consent in writing of the Lessor shall first have been obtained.

Seventh. The Lessee hereby agrees that he will not in any way violate or infringe, or contest the validity of, any of the patents under which he is hereby licensed, or the sufficiency of their specifications, or the validity of the title of the Lessor, or of its successors or assigns, to said patents, or either or any of them.

Eighth. This lease and license is not assignable by the Lessee, by his own act or by operation of law.

Ninth. The following are also agreed to by the parties to this instrument as conditions of this lease and license :

(a) That the power conveyed by this lease and license is only the right to use the said machines, and not the right to make or sell any machines embodying the patented inventions aforesaid, or any of them ; and that a transfer or removal of the machines hereby leased, or either or any of them, can only be made with the consent of the Lessor, its successors or assigns ; and that if the Lessee is or becomes at any time insolvent or bankrupt, or shall make an assignment for the benefit of his creditors, or if a sale, lease, transfer or removal of said machines, or any of them, shall be made or attempted by the Lessee, or by operation of law, or by any legal officer, representative or assignee, as the property of the Lessee, without the written consent of the Lessor, or its successors or assigns, this lease and license shall thereupon terminate and expire, and the Lessor, its successors or assigns, may take possession of said machines without the Lessee having any claim for the repayment of any part of the sum or sums which he may have paid as consideration for the delivery of this lease and license, or for rent and royalty under this instrument.

(b) That in case the Lessee refuses or neglects to perform, or violates any of the conditions in this lease and license contained, the Lessor, its successors or assigns, notwithstanding any express or implied waiver of any prior breach shall have the right to terminate this lease and license by giving written notice as aforesaid that it has elected so to do and upon the giving of such notice this lease

and license shall be terminated, and the possession of said machines shall thereupon re-vest in the Lessor, its successors or assigns, free and discharged of this lease and license; and the Lessor its successors or assigns, or its authorized agent or agents, may thereupon enter any premises where said machines may be, and may take and remove them, and the Lessee shall have no claim whatever on account of any sum or sums he may have paid for or under this lease or license.

(c) That this lease and license shall continue (provided the Lessee complies with the agreements and conditions herein contained) until the expiration of all and every the Letters Patent referred to in the foregoing the Schedule of Patents, or any extensions or renewals of the same, and upon the expiration thereof the Lessee shall deliver to the Lessor, its successors or assigns, the machines hereby leased in good order, natural wear and tear alone excepted.

Tenth. In case any other machines than those hereby leased and licensed, embracing any of the inventions patented in the aforesaid Letters Patent, or any of them, or any inventions or improvements for which Letters Patent shall be granted or assigned to the Lessor, shall hereafter come into possession of the Lessee, by exchange or otherwise, without lease or license from the Lessor, its successors or assigns, then in case the Lessor, its successors or assigns, shall so elect, all the covenants herein contained shall apply to such machines, inventions or improvements, and shall govern the parties respectively to the same extent as if the said machines, inventions or improvements had been expressly included in this lease and license. The Lessor shall give written notice of its election as aforesaid after it shall have received written notice from the Lessee of the possession of such machines, but may give such notice without having received notice from the Lessee of the possession of such machines.

Eleventh. The Lessee agrees that he will not disturb or interfere with, nor permit anyone else to disturb or interfere with, any indicator which now is or which may be hereafter placed upon the machines as aforesaid.

Twelfth. All the rights and interests which, under this instru-

ment, and by reason of the ownership of said machines and patents and patent rights, belong to the Lessor, shall be deemed to belong to and may be enforced in the names of the Lessor and its successors and assigns, and all the agreements and conditions binding on the Lessee shall be binding on his legal representatives.


Thirteenth. It is agreed that the numbers of the machines named in this lease may be entered herein by the Lessor after signing; and, in case the Lessee shall require more than one machine, it is agreed that the termination of words relating to the machines shall be construed and considered as written in the singular or plural, as the number of machines entered in the lease and license may require; and also that this instrument may be used in cases where the party of the second part shall consist of more than one person, and in that case the termination of the words relating to the said party shall be considered as plural or singular as the sense may require; and that when the party of the second part so consists of several persons, and they sign this lease, either individually or by their firm signature, such signature or signatures shall bind them both jointly and severally hereto.

In witness whereof, the Lessor has caused these presents to be signed in its name, and its corporate seal to be affixed hereto by its Treasurer, and the Lessee has set his hand and seal hereto the day and year first above written.

Executed in Duplicate.

GOODYEAR SHOE MACHINERY COMPANY,
By Geo. W. Randall, Treasurer.

[SEAL]

Lessee will please sign here  KINER BROS., Agts.

PLAINTIFF'S EXHIBIT 4.

[Put in Evidence, page 317.]

Lease No. 4731 Full Set.

[Form 597.]

Transfer from

Lease No.

This Lease and Agreement, made at Boston, Massachusetts, this 13th day of June A. D. 1899, by and between Goodyear Shoe Machinery Company, a corporation established under the laws of the State of Maine, Lessor, and party hereto of the first part, and *Johansen Bros., doing business in St. Louis, Mo.* Lessee, and party hereto of the second part, Witnesseth;

Whereas, the Lessor is the owner of or is licensed under the several Letters Patent of the United States, recited in the schedule following, viz:

SCHEDULE OF PATENTS.

No. 240,307, dated April 19, 1881.	No. 546,211, dated September 10, 1895.
No. 249,279, dated November 8, 1881.	No. 546,851, dated September 24, 1895.
No. 253,156, dated January 31, 1882.	No. 546,852, dated September 24, 1895.
No. 317,758, dated May 12, 1885.	No. 548,300, dated October 22, 1895.
No. 317,759, dated May 12, 1885.	No. 549,125, dated November 5, 1895.
No. 320,075, dated June 16, 1885.	No. 549,126, dated November 5, 1895.
No. 330,928, dated November 24, 1885.	No. 549,471, dated November 5, 1895.
No. 366,935, dated July 19, 1887.	No. 553,948, dated February 4, 1896.
No. 369,563, dated September 6, 1887.	No. 553,949, dated February 4, 1896.
No. 412,703, dated October 8, 1889.	No. 555,547, dated March 3, 1896.
No. 412,704, dated October 8, 1889.	No. 555,548, dated March 3, 1896.
No. 424,966, dated April 8, 1890.	No. 556,146, dated March 10, 1896.
No. 453,999, dated June 9, 1891.	No. 557,744, dated April 7, 1896.
No. 456,041, dated July 14, 1891.	No. 558,379, dated April 14, 1896.
No. 461,793, dated October 20, 1891.	No. 558,380, dated April 14, 1896.
No. 463,967, dated November 24, 1891.	No. 558,381, dated April 14, 1896.
No. 463,982, dated November 24, 1891.	No. 558,382, dated April 14, 1896.
No. 473,870, dated April 26, 1892.	No. 558,888, dated April 21, 1896.
No. 474,774, dated May 10, 1892.	No. 559,314, dated April 28, 1896.
No. 483,393, dated September 27, 1892.	No. 560,976, dated May 26, 1896.
No. 488,505, dated December 20, 1892.	No. 561,386, dated June 2, 1896.
No. 488,591, dated December 27, 1892.	No. 563,471, dated July 7, 1896.
No. 488,841, dated December 27, 1892.	No. 563,472, dated July 7, 1896.
No. 495,452, dated April 11, 1893.	No. 564,379, dated July 21, 1896.
No. 500,000, dated June 20, 1893.	No. 564,883, dated July 28, 1896.
No. 510,127, dated December 5, 1893.	No. 11,578, reissued December 8, 1893.

No. 511,263, dated December 19, 1893.	No. 573,068, dated December 15, 1896.
No. 514,364, dated February 6, 1894.	No. 573,069, dated December 15, 1896.
No. 514,741, dated February 13, 1894.	No. 573,144, dated December 15, 1896.
No. 518,911, dated April 24, 1894.	No. 11,587, reissued February 2, 1897.
No. 520,020, dated May 15, 1894.	No. 579,205, dated March 23, 1897.
No. 529,900, dated November 27, 1894.	No. 579,206, dated March 23, 1897.
No. 533,301, dated January 29, 1895.	No. 579,207, dated March 23, 1897.
No. 536,338, dated March 26, 1895.	No. 579,231, dated March 23, 1897.
No. 537,823, dated April 23, 1895.	No. 580,746, dated April 13, 1897.
No. 540,222, dated May 28, 1895.	No. 576,114, dated February 2, 1897.
No. 540,223, dated May 28, 1895.	No. 579,146, dated March 23, 1897.
No. 540,438, dated June 4, 1895.	No. 580,773, dated April 13, 1897.
No. 540,616, dated June 4, 1895.	No. 583,968, dated June 8, 1897.
No. 541,988, dated July 2, 1895.	No. 584,038, dated June 8, 1897.
No. 542,813, dated July 16, 1895.	No. 584,039, dated June 8, 1897.
No. 543,012, dated July 23, 1895.	

And whereas, the Lessee desires a license to use the inventions, or some of them, which are patented in and by the above-recited Letters Patent, and also desires a lease of the machines which are designated by their numbers in the schedule of machines following, viz.:

SCHEDULE OF MACHINES.

Goodyear Welt and Turn Shoe Machine , No.
 Goodyear Outsole Stitcher (Lock Stitch "Rapid"), No.
 (Welt Bevelling Attachment, No.)
 Goodyear Channeller (Insole), No.
 Goodyear Channeller (Outsole), No.
 Rounding and Channelling Machine , No.
 Universal Rounding and Channelling Machine , No. 297
 Channel Lip Turner , No.
 Goodyear Channel Opener , No. 248
 Goodyear Welt Beater , No.
 Goodyear Shank Skiver , No.
 Universal Shank Skiver , No.
 Goodyear Bobbin Winder , No.
 Goodyear Welt Groover , No.
 Goodyear Welt Splitter , No.
 Goodyear Basting Machine , No.
 Universal Inseam Trimmer , No.

Goodyear Sole Layer , No.

Goodyear Automatic Sole Leveller , No.

Hadaway Stitch Separator , No. 247

The said machines being the property of the Lessor:

Now, therefore, the Lessor, in consideration of one dollar and other valuable consideration to it paid by the Lessee, the receipt of which is hereby acknowledged, and in further consideration of the agreements and conditions hereinafter contained, on the part of the Lessee to be kept and performed, doth lease unto the Lessee the machines designated by their numbers in the foregoing Schedule of Machines, and doth license the Lessee and the operatives in his employment to use the machines hereby leased, and also such of the inventions patented as aforesaid as are embodied in the said machines, or either or any part of them, but upon the agreements and conditions hereinafter set forth; and this lease and license is granted by the Lessor and accepted by the Lessee on the express condition that the Lessee shall faithfully keep and perform all the agreements and conditions herein contained on his part to be kept and performed, and upon breach of the same, or either or any of them, by the Lessee, the Lessor, notwithstanding any express or implied waiver of any prior breach, may at its option cancel and terminate this lease and license, and upon written notice thereof by the Lessor to the Lessee or to any one in the possession or apparent control of the machines hereby leased, or either or any of them, this lease and license shall terminate, and possession of the said machines shall thereupon re-vest in the Lessor;

And the Lessee hereby agrees to keep and perform all the following conditions of this lease and license:

First. The Lessee hereby agrees to use, and is hereby licensed to use, the machines hereby leased and the inventions patented as aforesaid only in his factory in *St. Louis* in the State of *Missouri* and only in the manufacture of boots and shoes, and agrees to keep the said machines in working order at his own expense and to procure of the Lessor or its agents all parts for repairing the machines hereby leased, and agrees not to add to or subtract from the said machines any part or mechanism whatever, now or hereafter organ-

ized or connected therewith by the Lessor, nor to make nor allow to be made any change or alteration in the same, nor to remove or deface any dates, numbers or inscriptions now or hereafter impressed thereon or affixed thereto by the Lessor.

Second. The Lessee hereby agrees to permit the agents and inspectors of the Lessor, at all reasonable times, to have convenient access to the machines, to examine and inspect the same and the use thereof, and to verify the operator's reports, and to add improvements to the machines as the Lessor may see fit; and the agreements and conditions herein contained shall apply to all improvements which the Lessor shall hereafter add to the machines, and to all patented inventions hereafter embodied therein, with the same effect as if the patents therefor were included in the foregoing schedule of patents.

Third. The following is the schedule of rents and royalties hereinafter referred to, and which it is understood and agreed is to be paid by the Lessee for each pair of shoes or boots respectively made by the aid of the machines hereby leased, or either or any of them, or by the use of the inventions patented as aforesaid, or either or any of them, viz.:

SCHEDULE OF RENTS AND ROYALTIES FOR GOODYEAR WELTS.

Children's	.	.	.	.	3 cents per pair.
Misses'	.	.	.	.	4 " "
Women's	.	.	.	.	6 " "
Youths'	.	.	.	.	4 " "
Boys'	.	.	.	.	6 " "
Men's	.	.	.	.	8 " "

Fourth. The Lessee hereby agrees to keep proper books of account, and make true and complete entries therein of all transactions relating to the manufacture and sale of all boots and shoes made by him, or by any other person for him or for others, by the aid of the machines hereby leased, or any of them, or by the use of the inventions patented as aforesaid, or either or any of them, and to render an account thereof to the Lessor on or before the tenth day of each month, which account shall specify the number of pairs of boots and shoes made under this lease and license dur-

ing the calendar month next preceding, and the class to which they belong according to the above schedule of rents and royalties; and the Lessee agrees that he will require the operator or operators on said machines to keep a daily account of all boots or shoes made by the aid of said machines upon the printed forms to be furnished by the Lessor, in duplicate, one copy of which, containing such reports for the calendar month next preceding, the Lessee agrees to send, on or before the tenth day of each month, to the Lessor, and, whenever required by the Lessor, to make oath to the correctness of said returns, and to allow the Lessor, by its agents or attorneys, to examine and take copies or extracts from the original book or books of account of the Lessee and the accounts kept by the operator or operators as aforesaid; and the Lessee hereby agrees to send to the Lessor, on or before the tenth day of each month, in case the machines hereby leased have not been run during the month next preceding, one of the aforesaid printed forms furnished by the Lessor, marked across the face with the words "not running" or "not in use."

Fifth. The Lessee agrees to pay unto the Lessor as rent for the machines hereby leased, and as royalty for the use of the inventions patented as aforesaid and hereby licensed, the rent and royalty specified in the schedule forming part of Section Third herein, for each pair of boots or shoes of the respective kinds mentioned or described in said schedule, made by the aid of the said machines, or either or any of them, or by the use of the said inventions, or either or any of them; the rents and royalties for all such boots and shoes, made as aforesaid during one calendar month, to be due and payable on the last day of the calendar month next following: but the Lessor hereby agrees that, **if the rents and royalties due on the last day of any month shall be paid on or before the fifteenth day of that month, it will, in consideration thereof grant a discount of fifty per cent. from the rents and royalties specified in the schedule aforesaid.**

Sixth. The Lessee agrees that the machines hereby leased shall be used only in the manufacture of boots or shoes known in the trade as "Goodyear Welts," and that he will not use or permit the

use of said machines, or either or any of them, upon boots or shoes in the manufacture of which any sole or welt sewing machine not leased to him by the Lessor is employed, or for any other purpose than the manufacture of Goodyear Welts, unless the consent in writing of the Lessor shall first have been obtained.

Seventh. The Lessee hereby agrees that he will not in any way violate or infringe, or contest the validity of, any of the patents under which he is hereby licensed, or the sufficiency of their specifications, or the validity of the title of the Lessor, or of its successors or assigns, to said patents, or either or any of them.

Eighth. This lease and license is not assignable by the Lessee, by his own act or by operation of law.

Ninth. The following are also agreed to by the parties to this instrument as conditions of this lease and license :

(a) That the power conveyed by this lease and license is only the right to use the said machines, and not the right to make or sell any machines embodying the patented inventions aforesaid, or any of them ; and that a transfer or removal of the machines hereby leased, or either or any of them, can only be made with the consent of the Lessor, its successors or assigns ; and that if the lessee is or becomes at any time insolvent or bankrupt, or shall make an assignment for the benefit of his creditors, or if a sale, lease, transfer or removal of said machines, or any of them, shall be made or attempted by the Lessee, or by operation of law, or by any legal officer, representative or assignee, as the property of the Lessee, without the written consent of the Lessor, or its successors or assigns, this lease and license shall thereupon terminate and expire, and the Lessor, its successors or assigns, may take possession of said machines without the Lessee having any claim for the repayment of any part of the sum or sums which he may have paid as consideration for the delivery of this lease and license, or for rent and royalty under this instrument.

(b) That in case the Lessee refuses or neglects to perform, or violates, any of the conditions in this lease and license contained, the Lessor, its successors or assigns, notwithstanding any express or implied waiver of any prior breach, shall have the right to ter-

minate this lease and license by giving written notice as aforesaid that it has elected so to do; and upon the giving of such notice this lease and license shall be terminated, and the possession of said machines shall thereupon re-vest in the Lessor, its successors or assigns, free and discharged of this lease and license; and the Lessor, its successor or assigns, or its authorized agent or agents, may thereupon enter any premises where said machines may be, and may take and remove them, and the Lessee shall have no claim whatever on account of any sum or sums he may have paid for or under this lease or license.

(c) That this lease and license shall continue (provided the Lessee complies with the agreements and conditions herein contained) until the expiration of all and every the Letters Patent referred to in the foregoing Schedule of Patents, or any extensions or renewals of the same, and upon the expiration thereof the Lessee shall deliver to the Lessor, its successors or assigns, the machines hereby leased in good order, natural wear and tear alone excepted.

Tenth. In case any other machines than those hereby leased and licensed, embracing any of the inventions patented in the aforesaid Letters Patent, or any of them, or any inventions or improvements for which Letters Patent shall be granted or assigned to the Lessor, shall hereafter come into possession of the Lessee, by exchange or otherwise, without lease or license from the Lessor, its successors or assigns, then in case of the Lessor, its successors or assigns, shall so elect, all the covenants herein contained shall apply to such machines, inventions or improvements, and shall govern the parties respectively to the same extent as if the said machines, inventions or improvements had been expressly included in this lease and license. The Lessor shall give written notice of its election as aforesaid after it shall have received written notice from the Lessee of the possession of such machines, but may give such notice without having received notice from the Lessee of the possession of such machines.

Eleventh. The Lessee agrees that he will not disturb or interfere with, nor permit any one else to disturb or interfere with, any

indicator which now is or which may be hereafter placed upon the machines hereby leased.

Twelfth. All the rights and interests which, under this instrument, and by reason of the ownership of said machines and patents and patent rights, belong to the Lessor, shall be deemed to belong to and may be enforced in the names of the Lessor and its successors and assigns, and all the agreements and conditions binding on the Lessee shall be binding on his legal representatives.

Thirteenth. It is agreed that the numbers of the machines named in this lease may be entered herein by the Lessor after signing; and, in case the Lessee shall require more than one machine, it is agreed that the termination of words relating to the machines shall be construed and considered as written in the singular or plural, as the number of machines entered in the lease and license may require; and also that this instrument may be used in cases where the party of the second part shall consist of more than one person, and in that case the termination of the words relating to the said party shall be considered as plural or singular as the sense may require; and that when the party of the second part so consists of several persons, and they sign this lease, either individually or by their firm signature, such signature or signatures shall bind them both jointly and severally hereto.

In witness whereof, the Lessor has caused these presents to be signed in its name, and its corporate seal to be affixed hereto by its Treasurer, and the Lessee has set his hand and seal hereto the day and year first above written.

Executed in Duplicate.

GOODYEAR SHOE MACHINERY COMPANY,
By Geo. W. Brown Treasurer.

[SEAL]

Lessee will please sign here. (S) JOHANSEN BROS

[SEAL]

[Endorsed:]

Cancelled File

Lease No. 4731 Full Set.

Goodyear Shoe Machinery Company, Lessor.

Johansen Bros., Lessee.

Dated June 13th 1899

PLAINTIFF'S EXHIBIT 5.

[Put in Evidence, page 317.]

[Form 995.] Lasting Machine Set (Royalty).
Lease and License, No. *L 271*.

Transfer from Lease No.

This Lease and License, made at Boston, Massachusetts, this *24th day of January* A. D. 1899, by and between Goodyear Shoe Machinery Company, a corporation incorporated under the laws of the State of Maine, and having an office in said Boston, Lessor, and party hereto of the first part, and *Rosenthal, Feder & Co.* doing business in *San Francisco, California*, Lessee, and party hereto of the second part, Witnesseth,

That, whereas, the Lessor is the owner of or is licensed under the several Letters Patent of the United States, recited in the schedule following, viz: —

SCHEDULE OF PATENTS.

No. 211,612, dated January 21, 1879.	No. 336,539, dated February 16, 1886.
No. 212,131, dated February 11, 1879.	No. 343,689, dated June 15, 1886.
No. 214,754, dated April 29, 1879.	No. 354,462, dated December 14, 1886.
No. 215,438, dated May 20, 1879.	No. 360,147, dated March 29, 1887.
No. 216,926, dated June 24, 1879.	No. 365,497, dated June 28, 1887.
No. 218,354, dated August 5, 1879.	No. 365,504, dated June 28, 1887.
No. 219,224, dated September 2, 1879.	No. 365,505, dated June 28, 1887.
No. 224,516, dated February 17, 1880.	No. 365,731, dated June 28, 1887.
No. 226,817, dated April 20, 1880.	No. 385,747, dated July 10, 1888.
No. 226,818, dated April 20, 1880.	No. 420,268, dated January 28, 1890.
No. 230,386, dated July 20, 1880.	No. 422,734, dated March 4, 1890.
No. 234,854, dated November 30, 1880.	No. 439,051, dated October 21, 1890.
No. 247,143, dated September 13, 1881.	No. 446,631, dated February 17, 1891.
No. 248,398, dated October 18, 1881.	No. 455,174, dated June 30, 1891.
No. 253,250, dated February 7, 1882.	No. 465,073, dated December 15, 1891.
No. 312,691, dated February 24, 1885.	No. 500,225, dated June 27, 1893.
No. 329,280, dated October 27, 1885.	No. 500,319, dated June 27, 1893.
No. 329,282, dated October 27, 1885.	No. 501,872, dated July 18, 1893.
No. 329,283, dated October 27, 1885.	No. 501,873, dated July 18, 1893.
No. 329,366, dated October 27, 1885.	No. 513,384, dated January 23, 1894.
No. 329,367, dated October 27, 1885.	No. 521,954, dated June 26, 1894.
No. 333,709, dated January 5, 1886.	No. 521,975, dated June 26, 1894.
No. 517,947, dated April 10, 1894.	

And, whereas, the Lessee desires a license to use the inventions, or some of them, which are patented in and by the above recited Letters Patent, and also desires a lease of the machines which are designated by their numbers in the schedule of machines following, viz: —

SCHEDULE OF MACHINES.

Ideal Lasting Machines,	No. 295, No. , No. , No. , No.
Rapid Lasting Machines (foot power),	No. No. , No. , No. , No.
Rapid Lasting Machines (foot power),	No. No. , No. , No. , No.
Rapid Power Lasting Machines,	No. No. , No. , No. , No.
Rapid Loose Tackers, with Hoppers,	No. 425, No. , No. , No. , No.
Rapid Loose Tackers, with Hoppers,	No. 426, No. , No. , No. , No.
Nicking Machines,	No. No. , No. , No. , No.

The said machines being the property of the Lessor.

Now, therefore, the Lessor, in consideration of one dollar and other valuable consideration to it paid by the Lessee, the receipt of which is hereby acknowledged, and in further consideration of the agreements and conditions hereinafter contained, on the part of the Lessee to be kept and performed, doth lease unto the Lessee the machines designated by their numbers in the foregoing schedule of machines, and doth license the Lessee and the operatives in his employment to use the machines hereby leased, and also such of the inventions patented as aforesaid as are embodied in the said machines, or either or any of them, but upon the agreements and conditions hereinafter set forth; and this lease and license is granted by the Lessor and accepted by the Lessee on the express condition that the Lessee shall faithfully keep and perform all the agreements and conditions herein contained on his part to be kept and performed, and upon breach of the same, or either or any of them, by the Lessee, the Lessor, notwithstanding any express or implied waiver of any prior breach, may at its option cancel and terminate this lease and license, and upon written notice thereof

by the Lessor to the Lessee or to any one in the possession or apparent control of the machines hereby leased, or either or any of them, this lease and license shall terminate, and possession of the said machines shall thereupon re-vest in the Lessor;

And the Lessee hereby agrees to keep and perform all the following conditions of this lease and license:—

First. The Lessee hereby agrees to use, and is hereby licensed to use, the machines hereby leased and the inventions patented as aforesaid only in his factory in *San Francisco*, in the State of *California* and agrees to keep the said machines in working order at his own expense, and to purchase of the Lessor or its agents all parts for repairing the machines hereby leased, and all tacks to be used in the loose tackers and hoppers hereby leased, and agrees not to add to or subtract from the said machines any part or mechanism whatever, now or hereafter organized or connected therewith by the Lessor, nor to make nor allow to be made any change or alteration in the same, except by an authorized agent or employee of the Lessor, nor to remove or deface any dates, numbers, or inscriptions now or hereafter impressed thereon or affixed thereto by the Lessor.

Second. The Lessee hereby agrees to permit the agents and inspectors of the Lessor, at all reasonable times, to have convenient access to the machines, to examine and inspect the same and the use thereof, and to add improvements or to alter the machines as the Lessor may see fit; and the agreements and conditions herein contained shall apply to all improvements which the Lessor shall hereafter add to the machines, and to all patented inventions hereafter embodied therein, with the same effect as if the patents therefor were included in the foregoing schedule of patents.

Third. The Lessee agrees to keep proper books of account and to make true and complete entries therein, showing the number of pairs of boots or shoes which are lasted, in whole or in part, upon or by the aid of the machines hereby leased, or either or any of them, or by the use of the inventions patented as aforesaid, or either or any of them, and to render an account thereof to the Lessor on or before the tenth day of each month, which account

shall specify the number of pairs of boots and shoes so lasted, in whole or in part, as aforesaid; and the Lessee agrees to require each operator on said lasting machines to keep in duplicate in books or on printed forms to be furnished by the Lessor, a daily record of all the boots or shoes lasted, in whole or in part, upon or by the aid of the said machines, one copy of which, containing the record for the calendar month next preceding, the Lessee agrees to send, on or before the tenth day of each month, to the Lessor, and, whenever requested by the Lessor, to make oath to the correctness of said record, and to allow the Lessor, by its agents and attorneys, to examine and take copies or extracts from the original book or books of account of the Lessee and the record kept by the operator or operators as aforesaid; and the Lessee hereby agrees to send to the Lessor, on or before the tenth day of each month, on a form to be furnished by the Lessor, the number of movements or revolutions of the shaft of each lasting machine hereby leased, as registered by the indicator thereon on the last day of the calendar month next preceding; and the Lessee hereby agrees to send to the Lessor, on or before the tenth day of each month, in case the machines hereby leased have not been run during the month preceding, one of the aforesaid books or forms furnished by the Lessor, marked across the face with the words, "not running", or "not in use".

Fourth. The Lessee agrees that he will not use or permit the use of the machines hereby leased, or either or any of them, on boots or shoes which are to be partially or wholly completed by the aid of any sole- or welt-sewing machine not leased to him by the Lessor (except that they may be used in lasting boots and shoes known in the trade as "McKay Sewed"), and that he will not use or permit the use of any of the tackers hereby leased on boots or shoes which have been partially or wholly lasted by the aid of any lasting machine not leased to him by the Lessor.

Fifth. The Lessee agrees to pay unto the Lessor, as rent for the machines hereby leased and as royalty for the use of the inventions patented as aforesaid as hereby licensed, the sum of one cent for each and every pair of boots or shoes lasted, in whole or in part,

upon or by the aid of the machines hereby leased, or either or any of them, or by the use of the said inventions, or either or any of them, the rents and royalties for all such boots and shoes lasted as aforesaid during one calendar month to be due and payable on the last day of the calendar month next following; but the Lessor hereby agrees that if the rents and royalties due on the last day of any month shall be paid on or before the fifteenth day of that month, it will, in consideration thereof, grant a discount of fifty per cent. from the rents and royalties above specified.

Sixth. The Lessee agrees that he will not in any way violate or infringe, or contest the validity of, any of the patents under which he is hereby licensed, or the sufficiency of their specifications, or the validity of the title of the Lessor, to said patents, or any of them.

Seventh. The following are also agreed to by the parties as conditions of this lease and license: —

(a) That the power conveyed by this lease and license is only the right to use the said machines, and not the right to make or sell any machine embodying the inventions patented as aforesaid, or any of them; and that a transfer or removal of the machines hereby leased, or either or any of them, can only be made with the consent of the Lessor; and that if the Lessee is or becomes at any time insolvent or bankrupt, or shall make an assignment for the benefit of his creditors, or if a sale, lease, transfer, or removal of said machines, or any of them, shall be made or attempted by the Lessee, or by operation of law, or by any legal officer, representative, or assignee, as the property of the Lessee, without the written consent of the Lessor, this lease and license shall thereupon terminate and expire; and the Lessor may take possession of said machines without the Lessee having any claim for the repayment of any part of the sum or sums which he may have paid as consideration for the delivery of this lease and license, or for rent and royalty under this instrument.

(b) That in case the Lessee refuses or neglects to perform, or violates, any of the conditions in this lease and license contained, the Lessor, notwithstanding any express or implied waiver of any

prior breach, shall have the right to terminate this lease and license by giving written notice as aforesaid that it has elected so to do; and upon the giving of such notice this lease and license shall be terminated, and the possession of said machines shall thereupon revert in the Lessor free and discharged of this lease and license; and the Lessor, or its authorized agent or agents, may thereupon enter any premises where said machines may be, and may take and remove them, and the Lessee shall have no claim whatever on account of any sum or sums he may have paid for or under this lease and license.

(c) That this lease and license shall continue (provided the Lessee complies with the agreements and conditions herein contained) until the expiration of all and every the Letters Patent referred to in the foregoing Schedule of Patents, or any extensions or renewals of the same; and upon the expiration thereof the Lessee shall deliver to the Lessor, its successors or assigns, the machines hereby leased in good order, natural wear and tear alone excepted.

Eighth. The Lessee hereby agrees that if the indicator attached to any lasting machine hereby leased shall cease to register or indicate correctly the number of movements or revolutions of the shaft to which it is connected, or if the glass covering of the face of the indicator shall be broken, he will not use the said lasting machine, or allow it to be used, until the indicator thereon shall have been repaired or replaced by the Lessor; and agrees that if the glass covering of the indicator shall become broken, or if, for any reason, the indicator shall cease to indicate or register correctly, he will forthwith notify the Lessor in writing thereof; and the Lessee agrees that he will not, nor will he allow any one, except an authorized agent or employee of the Lessor, to remove the indicator from the said lasting machine, or injure, alter, or in any way tamper therewith, or permit any such alteration, injury, or tampering to take place.

Ninth. This lease and license is not assignable by the Lessee by his own act or by operation of law; and all the rights and interests which under this instrument, and by reason of the ownership of said machines and patents and patent rights belong to the Lessor, shall be deemed to belong to and may be enforced in the names of

the successors and assigns of the Lessor, and all the agreements and conditions binding on the Lessee shall be binding on his executors or administrators.


Tenth. It is agreed that the numbers of the machines named in this lease may be entered herein by the Lessor after signing; and, in case the Lessee shall require more than one machine, it is agreed that the termination of words relating to the machines shall be construed and considered as written in the singular or plural as the number of machines entered in the lease and license may require; and also that this instrument may be used in cases where the party of the second part shall consist of more than one person, and in that case the termination of the words relating to the said party shall be considered as plural or singular as the sense may require; and that when the party of the second part so consists of several persons, and they sign this lease, either individually or by their firm signature, such signature or signatures shall bind them both jointly and severally to the terms and agreements herein contained.

In witness whereof, the Lessor has caused these presents to be signed and its corporate seal to be affixed hereto by its Treasurer, and the Lessee has set his hand and seal hereto the day and year first above written.

Executed in Duplicate.

GOODYEAR SHOE MACHINERY COMPANY,
By Geo. W. Randall, Treasurer.

[SEAL]

Lessee will please sign here.  ROSENTHAL, FEDER & CO. [SEAL]

[RIDER ATTACHED TO PLAINTIFF'S EXHIBIT 5.]

[Form 995.] Lasting Machine Set (Royalty). 24th.

APPLICATION FOR LEASE OF MACHINES.

Jan 28 1899

To Goodyear Shoe Machinery Company, 104 Bedford Street, Boston, Mass.

Being desirous of using your machines, mentioned in the schedule below, in the manufacture of boots and shoes, the undersigned hereby requests a lease of the said machines and a license to use the patented inventions embodied therein, and consents to accept a

lease and license of the tenor of the Lease and License "Form 995," adopted by your Company.

Upon receipt of such lease and license from you, the undersigned agrees to sign the lease and license in duplicate, to return one original to you, and to pay, upon delivery of the said machines, the sum of \$300.00 as consideration for the delivery of such lease and license, for the expenses of setting up said machines, and for the possession of the said machines under the lease and license.

Schedule of Machines Referred to Above.

One Ideal Lasting Machines 295.

Rapid Lasting Machines (foot power).

Rapid Power Lasting Machines.

Two Rapid Loose Tackers, with Hoppers, 425, 426.

Mar 13 1899 Paid \$300.

Mens Work 1311 & 1312 B Plates.

It is understood that the undersigned is to send you patterns of the largest and widest innersoles of each style of boots or shoes to be lasted on the machines, in order to fit the toe wipers properly, and that you will furnish ten pairs of wipers gratis with each lasting machine. Additional wipers are to be paid for by the undersigned.

The undersigned agrees to pay the freight end transportation charges on said machines from Boston, Mass.

How shall the machines be shipped, by freight or express? *Md. Dis. Chigo. N. W. & U. P.*

Dated Jan 23, 1899

Applicant will sign here.

ROSENTHAL FEDER & Co.

In compliance with the foregoing application, the Goodyear Shoe Machinery Company agrees to grant you such lease and license of said machines, and will deliver the machines F. O. B. in Boston, and at its own expense will send a competent man to set up and put said machines in operation.

GOODYEAR SHOE MACHINERY COMPANY,

By Fredk. G. King, General Manager.

Dated Jan. 30th, 1899

Terms O.K.

E. D. Cox

PLAINTIFF'S EXHIBIT 6.

[Put in Evidence, page 319.]

200-7-9-1898-AA.

License and Rental Lease No. 225

Transfer from *Cloutman, Dunham & Co.* License No. 204

This license and rental lease agreement, made in duplicate the
 31st day of January A. D. 18 1900, by and between the

United Shoe Machinery Co.

~~Consolidated & McKay Lasting Machine Company,~~

(McKay & Copeland Department),

a corporation incorporated under the laws of the State of Maine,
 Licensor and party of the first part, and the *Milford Shoe Co. of
 Milford, Mass.*, Licensee and party of the second part, Witnesseth:

Whereas, the Licensor is now the owner of the following Letters
 Patent of the United States relating to Lasting Machines or auxil-
 iary machines for lasting, to wit: No. 247,143, dated September
 13, 1881; No. 248,398, dated October 18, 1881; No. 248,448,
 dated October 18, 1881; No. 250,450, dated December 6, 1881;
 No. 251,205, dated December 20, 1881; No. 251,430, dated
 December 27, 1881; No. 254,617, dated March 7, 1882; No.
 284,174, dated September 4, 1883; No. 286,898, dated October
 16, 1883; No. 288,689, dated November 20, 1883; No. 302,885,
 dated August 5, 1884; No. 306,671, dated October 14, 1884; No.
 309,519, dated December 23, 1884; No. 312,550, dated February
 17, 1885; No. 312,962, dated February 24, 1885; No. 352,851,
 dated November 16, 1886; No. 371,816, dated October 18, 1887;
 No. 444,792, dated January 13, 1891; No. 458,000, dated August
 18, 1891; No. 458,001, dated August 18, 1891; No. 473,873,
 dated April 26, 1892; No. 507,551, dated October 31, 1893; No.
 516,074, dated March 6, 1894; No. 524,445, dated August 14,
 1894; No. 524,446, dated August 14, 1894; No. 524,447, dated
 August 14, 1894; No. 536,780, dated April 2, 1895; No. 537,269,
 dated April 9, 1895; No. 537,270, dated April 9, 1895; No. 539,-
 065, dated May 14, 1895; No. 548,671, dated October 29, 1895;
 No. 548,862, dated October 29, 1895; No. 601,933, dated April 5,

1898 ; No. 601,934, dated April 5, 1898 ; No. 601,935, dated April 5, 1898 ; No. 601,936, dated April 5, 1898 ; No. 601,937, dated April 5, 1898 ; No. 601,938, dated April 5, 1898 ; No. 601,939, dated April 5, 1898 ; No. 601,940, dated April 5, 1898 ; No. 601,941, dated April 5, 1898 ; No. 601,942, dated April 5, 1898 ; and other patents applied for and now pending, and is, moreover, the owner of or licensee under other patents not herein enumerated.

And, whereas, the Licensee desires the right to use, under the terms of this License and Lease Agreement, the hereinafter described machines and accessories belonging to and owned by the Licensor, and also any improvements relating to the machines and accessories hereby licensed and leased for rental, which may hereafter be acquired by the Licensor, and attached to any of the machines and accessories hereby licensed and leased for rental, or delivered to the Licensee, to be used in connection therewith ; and, also, any other machines, machinery, or device made by or for the Licensor, which may hereafter come into the possession of the Licensee :—

Now, therefore, the Licensor, in consideration of one dollar to it paid by the Licensee, the receipt whereof is hereby acknowledged, and the further consideration of dollars to be hereafter paid for this license, and of the agreements and conditions herein agreed upon, to be kept and performed by the Licensee, does hereby license and lease for rental, unto the Licensee, the machines and accessories herein designated by their respective numbers, said machines or accessories embodying the inventions of some of the foregoing named patents, viz. :—

 Lasting Machines (Copeland) Nos. ~~344~~, ~~385~~, ~~386~~, ~~388~~.

 Hand Tackers (Brock) Nos. ~~594~~, ~~594~~, ~~598~~, ~~600~~.

 Pinking Machines (Copeland) Nos. ~~245~~, ~~256~~, ~~368~~, ~~369~~

property of the Licensor, into the possession of the Licensee for lasting shoes and boots at the factory of the Licensee, and nowhere else. Said machines or accessories are constructed in accordance with and embody the invention or inventions, or some part thereof, described in said letters patent granted, and other letters patent

hereafter to be granted, and to which other letters patents when granted this license and lease agreement shall apply, and the parties hereunto shall be bound relatively thereto, the same in all respects, as if all said patents had been granted and the numbers and dates thereof specially enumerated in this license and lease for rental before signing.

And the Licensor does hereby license the Licensee, and the operatives in his employ, to use said machines and accessories, but only upon the terms and conditions herein set forth, and the Licensor does hereby also license the Licensee to use the inventions of all or any of said patents above enumerated or referred to, and all re-issues, renewals, and extensions of the same, embodied in said machines or accessories, or hereafter attached to or incorporated therein; Provided, however, and this license and lease is granted upon the expressed condition, that the Licensee shall faithfully keep and perform all the agreements and conditions herein contained, on his part to be kept and performed, and upon breach of the same or either of them by the Licensee, the Licensor may, at its option, cancel and terminate this license and lease for rental by giving written notice to the Licensee, or to anyone in the possession or apparent control of the machines, that it has elected so to do, and upon giving such notice, this license and lease for rental shall terminate, and upon the Licensor demanding or taking possession of said machines as herein provided, or demanding, taking, or accepting possession of a part of said machines or accessories without cancellation of this agreement, or otherwise, then the possession of said machines and accessories demanded, taken or accepted shall thereupon revert in the Licensor.

And the following terms and conditions of this license and lease for rental of the machines, together with those hereinbefore expressed, the Licensee hereby agrees to keep and perform, and upon condition of such faithful performance, this license and lease for rental is granted:

Article 1. The Licensee is by this license and lease for rental authorized to use the machines and accessories, herein described, only by himself or operators in his direct employ, and only in

Milford State of Mass. He shall not add to or subtract from the machines or accessories, any part or mechanism whatever now or hereafter organized or connected therewith by the Licensor, its agents, its direction or with its consent; nor make or allow to be made any change or alteration in the same, without the written consent of the Licensor, nor interfere with the proper operation of the machines and accessories, or any mechanism forming a part thereof, or attached thereto, or which may hereafter be attached thereto, or any device used in connection therewith, nor remove or deface any dates, numbers or inscriptions now or hereafter impressed thereon, or affixed thereto, by the Licensor, or by its direction. And the Licensee shall at all times, at his own expense, keep and maintain the machines and accessories in as good and efficient working order as the same now are or may hereafter be put by the Licensor.

Article 2. The Licensor and its agents shall, at all reasonable times, have access to the machines and accessories to examine and inspect the same and the use thereof, and to repair, improve or add to the same so far as it sees fit; and all covenants, stipulations and conditions herein contained shall apply to all improvements which the Licensor or its agents shall hereafter add to the machines or accessories, and to any patents which have or may be issued therefor with the same effect as if all such patents had been enumerated in this license and lease for rental with the letters patent previously herein enumerated.

Article 3. The Licensee agrees to pay unto the Licensor on or before the fifteenth day of each month, as rental for the previous month, for the machines and accessories hereby licensed and leased for rental, and for the use of the inventions of the patents under which a license is hereby granted, a sum of lawful money equal to two cents for each and every pair of shoes and boots lasted, in whole or in part, by the aid of said machines or accessories, or any of them, or by the use of any of the inventions of said patents, or any of them, or in the making of which any of the inventions of said patents shall be used, and said rental of two cents for each and every pair of shoes and boots is hereby agreed upon by and between the parties hereto as the just, fair and correct value to the Licensee

for the rental and use of the machines and accessories, or any of them, and of the patents and inventions hereby licensed to the Licensee by the Licensor, if any are so used, and that the abated rental hereinafter named is not the true value of the license hereby granted, but is a concession and abatement of such value for and in consideration of the conditions hereunto attached, and this agreement and responsibility, and all others in this license and rental lease, shall extend to and in respect of all shoes and boots made or lasted, in whole or in part, by the aid of said machines and accessories, or any of them, embracing any inventions of any of the patents which the Licensee is hereby licensed to use, whether made by the Licensee, or by other persons for him, or obtained by the Licensee from any source whatever; provided, however, that in all cases when the Licensee shall pay to the Licensor in lawful money, on or before the fifteenth day of each month, the abated rental of one half of one cent per pair for each and every pair of shoes lasted in whole or in part by the use of said machines, or any of them, or in which any of the inventions or any of the patents shall have been used, except upon "Goodyear" or "welt shoes," upon which the abated rental shall be one cent per pair, and the abated rental of three quarters of one cent per pair for each and every pair of boots (having long legs) lasted as aforesaid, then said payments so duly made, together with any other indebtedness then due to the Licensor, shall be full payment and satisfaction of the rental for the use of said machines and accessories, or any of them, and of the license for the use of said patents, so far as may have been used for such shoes and boots, in respect to which said payment shall have been so duly made, and it is further agreed that on default of payment of such abated rental, together with any other indebtedness due to the Licensor, on or before the fifteenth day of each and every month, the Licensee shall forfeit the right to any abatement of the full rental of two cents per pair as herein provided, and it is agreed between the parties hereto that the abated rental shall be the same for the same kind of work to all Licensees in the United States for like machines and accessories acquired from the Licensor. And it is hereby further agreed that for each and every pair of

shoes and boots made or lasted, in whole or in part, by the aid of said machines or accessories, or any of them, hereby licensed or made by or for the Licensee by the use of any of the inventions of the patents hereby licensed, and in respect to which there shall not have been paid the abated rental as hereinbefore set forth, the Licensee agrees to pay in lawful money, to the Licensor, the sum of two cents as liquidated, fixed and settled damages. And it is also specially agreed that the monthly rental reports may be computed at abated rental, and in addition to the foregoing agreements relative to rental and to the abated rental, and to payments as liquidated damages of the full rental value, in case of neglect or default of, or refusal to make payment when due (it is agreed by the Licensee that in case he becomes insolvent, or makes an assignment for the benefit of creditors, or in case his property or business goes into the hands of a receiver), that then all rental due to the Licensor shall be at once computed at the full rental value, as previously provided herein, and the Licensee expressly obligates himself and assigns to promptly pay the same and not to contest or dispute any claim for the said full rental of two cents per pair for all shoes and boots lasted as herein provided.

Article 4. The Licensee agrees that the operators on the machines hereby licensed and leased shall keep a daily account (on blanks furnished by the Licensor for this purpose) of the number of pairs of shoes and boots lasted by them, and the class to which they belong, or which were lasted, in whole or in part, by the aid of any of said machines or accessories, or in the making of which any of the inventions of said patents were employed, which account shall be signed by the operator (and verified and signed by the Licensee if so requested by the Licensor) and delivered by the Licensee to the Licensor at Boston, Mass., not later than the fifth of each month during the continuance of this license and lease for rental for the month then next preceding, and rental shall be paid by the Licensee on the basis of said account, unless the Licensor requests payment to be made by count as indicated by the indicators attached to each and every lasting machine, and the Licensee agrees to give the Licensor, its successors or assigns, or its or their

authorized agents, free access at all times to the premises where the machines and accessories hereby licensed and leased are located, for the purpose of verifying the operators' reports, or the reports of the reading of said indicators, and in case operators' or indicators' reports shall not be duly made as provided, then it shall be the right of the Licensor to appoint a competent man to keep the accounts herein required, and all reasonable compensation for the services of such man (which shall not exceed \$3.00 per day), and his necessary expenses shall be at the charge of the Licensee, and the Licensee hereby agrees to pay the same upon demand of the Licensor.

The Licensee agrees that he will allow the Licensor, its successors or assigns, and its and their agents at any time hereafter, to attach an indicator, or any other mechanism, to any machine embracing any of the inventions of the patents hereby licensed, which now is or may hereafter come into the possession of the Licensee for the purpose of recording the number of revolutions of the driving-shaft of said machines, or otherwise indicating the number of shoes and boots lasted upon by said machine, or the quantity of work done by said machines, and to examine, modify, repair, or replace such indicator, and the Licensee will not disturb or interfere with, nor permit anyone to disturb or interfere with, any indicator which now is or may hereafter be placed upon any machine as aforesaid, and in case any indicator shall become inoperative, the Licensee agrees to give immediate notice to the Licensor, and to keep and render as herein provided a correct account of the shoes and boots lasted, in whole or in part, on, or by the aid of, any of the machines and accessories while said indicators are out of order.

Article 5. The Licensee hereby agrees that he will not in any way violate, or infringe, or contest, the validity of any of the patents, or any re-issue or extension of same, under which he is hereby licensed, or the sufficiency of their specifications, or the validity of the title of the Licensor to said patents, or any of them, and hereby specially admits the validity and sufficiency thereof as an important part of the consideration of this license and lease for rental.

Article 6. The Licensee hereby agrees that the machines and accessories shall not be transferred, and that this license and lease agreement for rental is not assignable by the Licensee by his own act or by operation of law.

Article 7. The Licensee hereby agrees that the power conveyed by this license and lease is only the right to use the specified machines and accessories and not the right to make, sell, or alter any machine embodying the inventions of the patents aforesaid, or any of them, and a transfer or removal of machines hereby licensed and leased shall only be made with the written consent of the Licensor, and if the Licensee is, or becomes at any time, insolvent or bankrupt, or a sale, loan, transfer or removal of said machines shall be made or attempted by the Licensee, or anyone acting in his interests, or by operation of law, or by any legal officer, representative or assignee, as the property of the Licensee, or otherwise, without the written consent of the Licensor, then this license and lease agreement for rental shall, at the option of said Licensor, terminate and expire, and said Licensor may then take possession of said machines, and accessories, without the Licensee or his representatives having any claim for repayment of any sum, or sums, which he may have paid as consideration for the delivery of this license for rental, or for any other purpose under this instrument.

Article 8. The licensee further agrees that if for any cause any of the machines hereby licensed and leased for rental shall remain unused for a period of four consecutive months, to the extent that each of said machines does not earn for the said Licensor, at the above mentioned rates, an amount equal to, or in excess of, twenty dollars for each of said four consecutive months, then said Licensor may by paying to the Licensee a sum of money equal to one third of the amount paid by him for this license, pro rata, as the sum paid for this license bears to the number of lasting machines hereby licensed, cancel and terminate this license and lease for rental, so far as it relates to said unused machines, by giving written notice that it has elected so to do, and upon giving such notice, this license and lease for rental shall be terminated, to the

extent aforesaid and the title and possession of said unused machines and accessories shall thereupon revert in said Licensor, or the Licensor may at its option, at any time thereafter, while the said unused machines remain unused, cancel this license and lease for rental, so far as it relates to said unused machines, by giving written notice (as herein provided) that it has elected so to do, and upon giving such notice, this license and lease for rental shall terminate to the extent aforesaid, and the title and possession of said unused machines and accessories shall thereupon revert in said Licensor, but, in case of this latter form of cancellation and reclamation, the Licensor shall pay the Licensee the proportion of the original price paid by the Licensee for this license and lease in proportion to the number of lasting machines originally delivered under said license and lease, and for which said sum of money was then paid, after deducting therefrom the cost of putting the machines and accessories in good repair, including all improvements, and also deducting for deterioration of machines by use or otherwise, and other expense in reference thereto, as provided and enumerated in Article 12, and these options and rights of cancellation and reclamation shall be independent of any other options or conditions contained in this license and lease agreement.

Article 9. This license and lease for rental shall continue until canceled by the Licensor for breach of condition or otherwise, but in case the Licensee refuses, or neglects to perform, or violates any condition of this license and lease, the Licensor shall have the right to terminate this license and lease by giving written notice aforesaid that it has elected so to do, and upon giving of such notice for any cause whatsoever, as herein provided for, this license and lease shall then terminate, and the possession of said machines and accessories shall thereupon revert in the Licensor, free and discharged of this license and lease. Upon the termination of this license and lease, by lapse of time, cancellation, breach of condition, non-use of machines, or otherwise, the Licensee shall forthwith deliver the machines and accessories hereby licensed and leased to the Licensor in good condition, reasonable wear and tear excepted, all risk and expense of transportation to and from

Licensee's factory being assumed and paid by the Licensee, and upon such termination, and without prejudice to any other legal rights or remedies for violation of contract, use of machines or accessories, without right, or infringement of patents, the Licensor or its agents may thereupon enter the premises where said machines and accessories may be and may take and remove the same, and the Licensee shall have no claim whatsoever against the Licensor under this license and lease.

Article 10. The Licensee hereby further agrees to keep all said machines and accessories insured for the benefit of the ^{United Shoe Machinery} ~~Consolidated & McKay Lasting Machine~~ Company (McKay and Copeland Department) for a sum not less than three hundred dollars for each and every lasting machine and its accessories, and to pay all taxes assessed on said machines and accessories. In case any of these machines or accessories are destroyed by fire, the Licensee agrees to pay to the Licensor the sum of three hundred dollars for each lasting machine and its accessories as partial compensation to the Licensor for its equity in this license and lease for rental, for such destruction of said machine and accessories.

Article 11. In case any other machines than those hereby licensed and leased, embracing any of the inventions of any of the patents under which this license is hereby granted, shall hereafter be ordered by, or come into the possession of the Licensee, without any other license and lease from the Licensor, then, in case the Licensor shall so elect, all the covenants herein contained shall apply to such machines and accessories, and shall govern the parties respectively to the same extent as if the said machines and accessories had been expressly included in this license and lease. The Licensor shall give written notice of its election, as aforesaid, within thirty (30) days after it shall have received written notice from the Licensee of the possession of such machines and accessories, but it may give such notice without having received such notice from the Licensee.

Article 12. It is declared and understood that it is the intention of the Licensee to use said machines and accessories herein licensed

and leased for lasting all of the shoes and boots made by him applicable to said machines, and not to have them in his possession as a means of reducing the price of hand-lasting, nor to control hand-lasters, or to influence any trade in connection with any other lasting machines not controlled by the Licensor, or the price-list for lasting thereon; and the Licensor enters into this contract because of and by reason of such understanding and upon such agreement on the part of the Licensee. It is therefore agreed that the Licensee shall use said machines and accessories hereby licensed and leased for rental, lasting all of his shoes and boots to their full capacity, limited only to the demands of his business; and should the demands of his business require, he shall take the license and lease of such additional machines and accessories as may be required to last all of his work, and in default of such use, the Licensor may at its option remove said machines and accessories, or any of them, from the possession of the Licensee, and may cancel this license and lease; and, in that case, the Licensor shall pay the Licensee, pro rata, the sum paid it for this license and lease for the return and possession of said machines and accessories, after deducting therefrom, viz.:—

1st. Fifteen per cent for deterioration.

2d. Whatever expense the Licensor may have been at in setting up, adjusting said machines, instructing operators, and getting said machines and accessories into use in the factory of the Licensee.

3d. The cost of rebuilding and improving said machines, or putting them in suitable order, for again being licensed to, and operated by, other Licensees.

Article 13. It is agreed that the Licensee shall buy of the Licensor, or its authorized agents, and only of it or them, all spare parts for repairing the machines hereby licensed and leased for rental, and also all the string-nail, tack-strips, or other fastenings, driven by any appliance for lasting all shoes or boots lasted in whole or in part by the aid of any of the machines or accessories hereby licensed and leased, or in the making of which any of the inventions of said patents shall be used, and that the same shall be sold by the Licensor at the same price to all Licensees for the time

being. The prices for the same to be fixed by the Licensor. And the Licensee shall and does hereby accept, at the option of the Licensor, delivery of machine or machines, f. o. b. cars, either at Lawrence, Mass., or at Beverly, Mass.

Article 14. All the rights and interests, which, under this instrument, and by reason of the ownership of said machines, accessories, patents, and patent rights, belong to the Licensor, shall be deemed to belong to, and may be enforced in its name, or otherwise, by the Licensor, its successors and assigns, and its or their representatives and assigns. All of the stipulations and agreements binding on the Licensee shall be binding on his or their representatives, successors and assigns.

Article 15. It is agreed that this instrument may be used for Licensees of the female sex, or for corporations, and in that case the masculine pronoun denoting the Licensee shall, whenever it occurs, be instead of and indicate the feminine, or neuter, as the case may be; and, also, that when the party of the second part shall consist of more than one person, the termination of the words relating to the said party shall be considered as singular or plural, as the sense may require; and that when the party of the second part so consists of several persons, and they sign this license and lease for rental, either individually or by their firm signature, such signature or signatures shall bind them, both jointly and severally, to the terms and agreements herein contained; and, also that the numbers of the machines delivered under, or named in, or covered by this license and lease, may be entered herein by the Licensor after signing; and, that as this instrument is designed and intended for continuous use between the parties hereto, in case the Licensee shall have more than one machine (or set of machines) it is agreed that the termination of words relating to the machine shall be considered as written in the singular or plural, as the number of machines (or set of machines) entered in this license and lease for rental may require.

In Witness Whereof, the parties aforesaid have hereunto set their hands and seals, the said parties of the second part binding them-

selves, their legal representatives, and assigns, to all the foregoing agreements, both jointly and severally.

~~CONSOLIDATED & MCKAY LASTING MACHINE COMPANY,~~
UNITED SHOE MACHINERY Co. [SEAL]

by L. H. Baker, Sect'y.

Treasurer.

[SEAL] MILFORD SHOE Co.

by W. W. Jenckes, Treas.

[Endorsed:]

Cancelled

"AA" License No. 225 Dated Jan. 31st, 1900.

Milford Shoe Co. Licensee.

Lasting Machines Nos. 344, 385, 386, 388.

Hand Tackers Nos. 591, 594, 598, 600.

Pinking Machines Nos. 245, 256, 268, 269.

PLAINTIFF'S EXHIBIT 7.

[Put in Evidence, page 321.]

200-6-8-1898-CCC.

License and Rental Lease No.

Transfer from License No.

This License and Rental Lease Agreement, made in duplicate the 19th day of *September*, A. D. 1898, by and between the

Consolidated & McKay Lasting Machine Company,

(Chase Department)

a corporation incorporated under the laws of the State of Maine, Licensor and party of the first part, and *Thayer, Maguire & Field* of *Haverhill, Mass.*, Licensee and party of the second part, Witnesseth:

Whereas, the Licensor is now the owner of the following Letters Patent of the United States relating to Lasting Machines or auxiliary machines for lasting, to wit: No. 319,784, dated June 9, 1885; No. 337,662, dated March 9, 1886; No. 337,924, dated March 16, 1886; No. 337,925, dated March 16, 1886; No. 338,930, dated March 30, 1886; No. 340,860, dated April 27, 1886; No. 356,619, dated January 25, 1887; No. 356,620, dated January 25, 1887; No. 363,283, dated May 17, 1887; No. 364,088, dated May 31,

1887; No. 376,368, dated January 10, 1888; No. 391,688, dated October 23, 1888; No. 477,788, dated June 28, 1892; No. 477,789, dated June 28, 1892; No. 478,501, dated July 5, 1892; No. 483,375, dated September 27, 1892; No. 545,052, dated August 27, 1895; No. 558,011, dated April 7, 1896; No. 561,189, dated June 2, 1896; No. 571,404, dated November 17, 1896; No. 569,590, dated October 13, 1896; No. 569,182, dated October 13, 1896; No. 569,231, dated October 13, 1896; No. 571,339, dated November 17, 1896; No. 571,429, dated November 17, 1896; No. 571,509, dated November 17, 1895; and other patents applied for and now pending, and is, moreover, the owner of other patents not herein enumerated;

And, whereas, the Licensee desires to use the hereinafter described machines belonging to the Licensor:—

Now, therefore, the Licensor, in consideration of one dollar to it paid by the Licensee, the receipt whereof is hereby acknowledged, and of the stipulations and conditions hereinafter contained on the part of the Licensee to be kept and performed, doth loan unto the Licensee the machines designated by their numbers in the following schedule, the said machines embodying some of the foregoing named patents:—

1 Lasting Machine (Chase) No. 596.

2 Hand Tackers (Chase Stop Motion) Nos. 2130, 2135.

And the Licensor does hereby license the Licensee, and operatives in his employment, to use said specified loan or rented machines upon the terms and conditions herein set forth; provided, however, and this loan is made and this license is granted on the expressed condition that the Licensee shall faithfully keep and perform all the conditions and stipulations herein contained on his part to be kept and performed, and upon breach of the same or either of them by the Licensee, the Licensor may, at its option, cancel and terminate this loan and license, and upon written notice thereof by the Licensor to the Licensee, or to anyone in the possession or apparent control of the machines, this loan and license shall terminate, and possession of said machines shall thereupon revert in the Licensor. It is also agreed that the Licensor may, at

its option, upon breach of any condition herein contained, take possession of said machines, or any of them, without termination of this agreement.

And the following are also agreed to as terms and conditions of the loan and license of the machines which the Licensee is hereby licensed to use, all of which, together with those hereinbefore expressed, the Licensee hereby agrees to keep and perform:—

First.—The Licensee is by this loan and license authorized to use the machines hereby loaned, only by himself or operatives in his direct employ, and only in *Haverhill, Mass.*

He shall not add to nor subtract from the machines any mechanism whatever now or hereafter organized or connected therewith by the Licensor, nor make nor allow to be made any change or alteration in the same, without the consent thereto in writing of the Licensor, nor interfere with the proper operation of the machines, nor any mechanism forming a part thereof, or attached thereto, nor remove nor deface any dates, numbers or inscriptions, now or hereafter impressed thereon or affixed thereto by the Licensor, and shall at all times at his own expense, keep and maintain the machines in as good and efficient working order as the same now are or may hereafter be put by the Licensor. All risks and expense of transportation to and from the Licensee's factory shall be assumed by the Licensee. Inasmuch as the machines are only loaned by the Licensor, and the Licensee pays no purchase price for the machines, the said machines do and shall continue to belong exclusively to and remain wholly the property of, and subject to the control of the Licensor, and the Licensee acquires no right to buy or to retain said machines except by the written consent of the Licensor. The Licensee agrees to keep the Lasting Machines and accessories in first-class order and repair at his own expense. The Licensee also hereby covenants and agrees to keep the Lasting Machines and accessories insured by a policy satisfactory to the Chase Department of the Consolidated & McKay Lasting Machine Company for two hundred dollars each, and to pay all taxes assessed on said machines. In case any Lasting Machines are damaged by fire, directly or indirectly, the Licensee

agrees to pay to the Licensor the sum of two hundred dollars for each Lasting Machine, including its accessories, so damaged.

Second.—The Licensor and its agents may, at all reasonable times, have convenient access to the machines to examine and inspect the same and the use thereof, and to repair and improve the same so far as it sees fit; and the covenants, stipulations and conditions herein contained shall apply to all improvements which the Licensor shall hereafter add to the machines and to all patents on said improvements, the right to use which shall be owned by the Licensor, with the same effect as if said patents were included in the list of patents hereinbefore set forth.

Third.—The Licensee agrees to pay unto the Licensor on the fifteenth (15th) day of each month, as rent or royalty for the previous month for the machines hereby loaned, and for the use of the patents hereby licensed, for each and every pair of shoes or boots lasted by the aid of said machines or any of them, or by the use of said patents or any of them, or in the making of which any of said patents shall be used, the sum set forth in the classified schedule hereto annexed in the column headed "Royalty Value"; and said royalty is hereby agreed upon by and between the parties hereto as the just, fair and correct value to the Licensee for rental of the machines and for use of the patents and inventions hereby licensed to the Licensee by the Licensor, and that the "abated rent or royalty" hereinafter named is not the true value of the license hereby granted, but is a concession and abatement of such value for and in consideration of the conditions hereto attached, and this agreement and responsibility, and all others in this license contained shall extend to and in respect of all shoes or boots made or lasted by the aid of said machines or on any machine embracing any of the patents which the Licensee is hereby licensed to use, whether made by the Licensee or by other persons for him; provided, however, that in all cases when the Licensee shall pay to the Licensor, on or before the fifteenth day of each month, the "abated rent or royalty" as hereinafter set forth, per pair for each and every pair of shoes or boots lasted in whole or in part by the use of said machines or patents, or any of them; said payments so duly made

shall be full payment and satisfaction of the rent or royalty for the use of said machines and of the license for the use of the patents, for such shoes or boots in respect to which said payments shall have been so duly made, and it is agreed that default of payment of said rent or royalty or of any indebtedness to the Licensor when due, that is, on or before the fifteenth (15th) of each month, shall forfeit the Licensee's right to any abatement of the full rent or royalty as herein provided. And it is hereby agreed that for each and every pair of shoes and boots made or lasted by the aid of the machines hereby loaned, or made by or for the Licensee by the use of the patents hereby licensed, or any of them, and in respect of which there shall not have been paid the "abated rent or royalty" as hereinbefore set forth, the Licensee shall pay to the Licensor the rental or royalty value named in said classified schedule as liquidated, fixed, and settled damages. It is hereby agreed that the monthly rent or royalty returns shall be computed at "abated rent or royalty". In addition to these agreements relating to rent or royalty, and to the "abated rent or royalty" and to payments as liquidated damages of the full rental or royalty value, in case of neglect or default of or refusal to make payment when due, it is agreed by the Licensee that in case he becomes insolvent or makes an assignment for the benefit of creditors, or in case his property or business goes into the hands of a receiver, all rent or royalty due to the Licensor shall be at once computed at the full rent or royalty value, as expressed in the schedule of rentals or royalties herewith attached, and the Licensee expressly agrees to this computation of the rental or royalty value, and further agrees not to contest or dispute any claim for the said full rental or royalty value. It is agreed and covenanted by the Licensee that whenever requested, in writing, by the Licensor, he will pay not less than ten dollars per month, as a minimum amount of rental or royalty for the use of each Lasting Machine, except when his factory is not running. But until further notice, given in writing, it is agreed between the parties hereto that if the Licensee pays the rental or royalty on or before the fifteenth (15th) of the month following the month when the lasting was done, and otherwise keeps all the

terms of this License, there will be a discount made for such payment sufficient to reduce the cost of "abated rent or royalty" on all classes of shoes to one half cent per pair, excepting on long-legged boots, on which the abatement will be sufficient to reduce the cost to three fourths of a cent a pair, but it is specially agreed that this abatement ceases upon written notice given by the Licensor to the Licensee.

Fourth.—The Licensee agrees that the operator on each machine shall keep a daily account of the number of pairs of shoes and boots lasted by him and the class to which they belong; which account shall be signed by the operator and verified and signed by the Licensee and forwarded by the Licensee to the Licensor on the first day of each month, and rental or royalty shall be paid by the Licensee on the basis of said account. And the Licensee agrees to give the Licensor, its successors, or assigns, or its or their authorized agent or agents, free access at all times to the premises where the machines hereby loaned are stored or operated, for the purpose of verifying the operators' reports, and in case operators' reports shall not be made as above provided, it shall be the right of the Licensor to appoint a competent man to keep the accounts herein required; and all reasonable compensation for the services and expenses of such man, which shall not exceed three dollars per day, shall be at the charge of the Licensee, and the Licensee hereby agrees to pay the same.

The Licensee agrees that he will allow the Licensor, its successors, and assigns, and its or their agents at any time hereafter, to attach an indicator or counter to any machine embracing any of the patents hereby licensed, which now is or which may hereafter come into the possession of the Licensee, for the purpose of indicating the number of shoes or boots made, and to examine, modify, repair, or replace the said indicator, and that he, the Licensee, will not disturb or interfere with, nor permit anyone else to disturb or interfere with, any indicator which now is or which may be hereafter placed upon any machine as aforesaid.

Fifth.—The Licensee hereby agrees that he will not in any way violate, or infringe, or contest, the validity of any of the patents,

or any reissue or extension of the same, which he is hereby licensed to use, or the sufficiency of their specifications, or the validity of the title of the Licensor to said patents, or any of them, and expressly admits the validity and sufficiency thereof.

Sixth.—The machines cannot be transferred, and this loan and license is not assignable by the Licensee, by his own act or by operation of law.

Seventh.—The power conveyed by this license is only the right to use the said specific machines, and not the right to make, sell, or alter any machines embodying the patents aforesaid, or any of them; and a transfer or removal of the machines hereby loaned can only be made with the written consent of the Licensor; and if the Licensee is or becomes at any time insolvent or bankrupt, or if a sale, lease, transfer, alteration, or removal of said machines shall be made or attempted by the Licensee, or by operation of law, or by any legal officer, representative, or assignee, as the property of the Licensee, without the written consent of the Licensor, the possession of said machines shall thereupon revert in the Licensor, and it may take possession of said machines without the Licensee having any claim for the repayment of any part of the sum or sums which he may have paid as consideration for the delivery of this license, or for rental or royalty under this instrument, nor shall he be released thereby from any of the conditions of this agreement.

Eighth.—In case any machine hereby loaned shall remain unused for the period of four consecutive months, the Licensor may, at any time thereafter, while it remains unused, cancel this loan and license so far as relates to said unused machines, by giving written notice, as herein provided, that it has elected so to do, and, upon giving such notice, this loan and license shall be terminated to the extent aforesaid, and the possession of said unused machines shall thereupon revert in said Licensor, but in case of such cancellation and reclamation, the Licensee shall thereupon pay the Licensor the sum stated in article twelfth for deterioration of the machines by use or otherwise, and other expenses in reference to the same.

Ninth.—In case the Licensee refuses or neglects to perform, or

violates any of the conditions of this license, the Licensor shall have the right to terminate this license by giving written notice as aforesaid that it has elected so to do; and upon the giving of such notice this license shall be terminated, or upon taking or demanding possession of the machines without cancellation of this agreement, the possession of said machines shall thereupon revert in the Licensor; and upon the termination of the loan and license by lapse of time, cancellation, breach of condition, or otherwise, it shall be the duty of the Licensee forthwith to deliver the machines hereby loaned and licensed, to the Licensor in good condition, reasonable wear and tear excepted; and upon such termination or taking or demanding possession of the machines by the Licensor, and without prejudice to any other legal rights or remedies for violation of contract, use of machines without right, or use of patents without license, the Licensor or its agents may thereupon enter the premises where said machines may be, and may take and remove the same, and the Licensee shall have no claim whatever on account of any sum or sums he may have paid under this license as rent or royalty or otherwise, nor shall he be released from his agreements contained herein regarding sum due for return of machines, repairs, instruction of operators, deterioration, etc., as mentioned in article twelfth.

Tenth.—This license shall continue (unless the Licensor shall cancel this license for breach of condition) until the expiration of all the Letters Patent which the Licensee is hereby licensed to use, and which are or may hereafter be embodied in the hereby loaned machines, and the other patents or improvements referred to shall be considered as included in this license the same as if entered in this license by date and number, or any extensions or renewals of the same; and upon the expiration thereof the Licensee shall deliver to the Licensor the machines and accessories hereby loaned in good order, natural wear and tear alone excepted.

Eleventh.—In case any other machines than those now hereby loaned and licensed, embracing any of the patents hereby licensed, shall hereafter be ordered by, or come into the possession of, the Licensee then, in case the Licensor shall so elect, all the covenants herein contained shall apply to such machines, and shall govern the

parties respectively to the same extent as if the said machines had been expressly included in this loan and license. The Licensor shall give written notice of its election as aforesaid, and the entry into and under this License Agreement of all machines in possession of the Licensee is hereby specially agreed to by the Licensee, but this shall not take away the Licensor's right to refuse such entry in case of machines transferred without written consent of the Licensor.

Twelfth.—It is declared and understood that it is the intention of the Licensee to use said machines herein licensed for lasting all of the shoes and boots that shall be made by him applicable to the said machines, and not to have them in his possession as a means of reducing the price of hand-lasting, or of controlling hand-lastors, or of influencing a trade with the owners of any other Lasting Machines or of reducing the price thereof, or the prices for labor thereon, and the Licensor enters into this contract because of and by reason of such understanding and intention on the part of the Licensee. It is agreed that the Licensee shall use such machines hereby loaned for lasting all of his shoes and boots, to their full capacity, limited only by the demands of his business; and should the demands of his business require, he shall take and pay for the loan of such additional machines as may be required to do all his work; and in case any Lasting Machine in this agreement is returned to the Licensor, whether voluntarily or because of the Licensee's insolvency or the appointment of a Receiver for his business, or for non-compliance with this agreement, or otherwise, the Licensee or his assigns shall pay the Licensor one hundred (100) dollars as compensation for setting up each machine at his factory, for instructing operators, and other expenses incurred, and he shall also pay, in addition thereto, the cost of putting the machine into good condition and repair, as well as freight expense of returning the same.

Thirteenth.—It is agreed that the Licensee shall buy of the Licensor, and only of it, all the fittings and all the spare parts for repairing the machines hereby licensed, and also all the string-nail, tack-strips, or other fastenings to be driven by any appliance for lasting the shoes or boots, whether lasted in whole or in part by

the aid of any of the machines hereby licensed, or by the use of any of the said patents, or in the making of any of which any of said patents shall be used; and that the same shall be sold by the Licensor at the same prices to all Licensees for the time being. The prices and terms for the same to be fixed by the Licensor; and in all cases whenever the machines are returned to the possession of the Licensor all the accessories, which shall include all spare parts and fittings, shall be returned with the machines, free from any claim as to title, and all unused tack-strips remaining in the possession of the Licensee at the time of the return of the machines shall also be returned to the Licensor's possession free from any claim as to title, but credit for such tack-strips shall be given by the Licensor.

Fourteenth. — All the rights and interests which, under this instrument and by reason of the ownership of said machines and patents and patent rights belonging to the Licensor, shall be deemed to belong to and may be enforced by the Licensor, its representatives, and assigns, and all the stipulations binding on the Licensee shall be binding on his or their representatives or assigns.

Fifteenth. — It is agreed that this instrument may be used for Licensees of the female sex, or for corporations, and in that case the masculine pronoun denoting the Licensee shall, whenever it occurs, be instead of and indicate the feminine, or neuter, as the case may be; and also that when the party of the second part shall consist of more than one person the termination of the words relating to the said party shall be considered as singular or plural, as the sense may require; and that when the party of the second part so consists of several persons, and they sign this License and Lease for the Rental, either individually or by their firm signature, such signature or signatures shall bind them both jointly and severally to the terms and agreements herein contained, and also that the numbers of the machines named in or covered by this License and Lease may be entered herein by the Licensor after signing; and that as this instrument is designed and intended for continuous use between the parties hereto, in case the Licensee shall have more than one machine, it is agreed that the termination of words relating to the machine shall be considered as written in the singular or

plural, as the number of machines entered in this License and Lease Agreement may require.

SCHEDULES OF RENTALS OR ROYALTIES.
(Referred to in Article third.)

	Plain.		Men's Shoes and Boots.		Tips & Boxes.	
	Royalty Value.	Abated Royalty.	Royalty Value.	Abated Royalty.	Royalty Value.	Abated Royalty.
Buff and Grain . . .	2c.	$\frac{6}{10}$ c.	3c.	$\frac{8}{10}$ c.	3c.	1c.
Flesh Split . . .	2c.	$\frac{6}{10}$ c.	3c.	$\frac{8}{10}$ c.	3c.	1c.
Calf, etc.	2c.	$\frac{7}{10}$ c.	3c.	$\frac{9}{10}$ c.	3c.	1c.
Goodyear	4c.	$1\frac{4}{10}$ c.	4c.	$1\frac{4}{10}$ c.	4c.	$1\frac{4}{10}$ c.

	Boys' and Youth's Shoes.		Boots.		Women's.	
	Plain.	Tips.	Tips & Boxes.	Long Legs.	Royalty Value.	Abated Value.
	Royalty Value.	Abated Royalty.	Royalty Value.	Abated Royalty.	Royalty Value.	Abated Value.
Buff and Grain, . . .	2c.	$\frac{6}{10}$ c.	3c.	$\frac{8}{10}$ c.	3c.	$\frac{6}{10}$ c.
Flesh Split					3c.	$\frac{6}{10}$ c.
Calf, etc.					3c.	$\frac{6}{10}$ c.
Goodyear	3c.	1c.	3c.	1c.	4c.	1c.

In Witness Whereof, the parties aforesaid have hereunto set their hands and seals, the said parties of the second part binding themselves, their legal representatives, and assigns, to all the foregoing agreements, both jointly and severally.

[SEAL] CONSOLIDATED & MCKAY LASTING MACHINE COMPANY,
by Geo. W. Brown, Treasurer.
THAYER MAGUIRE & FIELD.

[Endorsed:]

"AAA" License No. 38 Lasting Machines Nos. 596.
Hand Tackers Nos. 2130, 2135.
Thayer, Maguire & Field, Licensee.
Dated Sept. 19, 1898.
Cancelled file.

PLAINTIFF'S EXHIBIT 8.

[Put in Evidence, page 323.]

1000-4-18-1898-A

License and Rental Lease No. 201

This License and Rental Lease Agreement, made in duplicate the 26 day of April A. D. 1899, by and between the

Consolidated & McKay Lasting Machine Company, a corporation incorporated under the laws of the State of Maine, Licensor and party of the first part, and *Riverside Shoe Co. of Dixon Ills*, Licensee and party of the second part, Witnesseth :

Whereas, the Licensor is now the owner of the following Letters Patent of the United States relating to Lasting Machines or auxiliary machines for lasting, to wit: No. 274,207, dated March 20, 1883, No. 281,306, dated July 17, 1883, No. 284,906, dated Sept. 11, 1883, No. 292,575, dated Jan. 29, 1884, No. 312,335, dated Feb. 17, 1885, No. 415,726, dated Nov. 26, 1889, No. 421,954, dated Feb. 25, 1890, No. 423,920, dated March 25, 1890, No. 423,921, dated March 25, 1890, No. 423,922, dated March 25, 1890, No. 423,937, dated March 25, 1890, No. 441,482, dated Nov. 25, 1890, No. 459,899, dated Sept. 22, 1891, No. 482,349, dated Sept. 13, 1892, No. 500,141, dated June 27, 1893, No. 510,972, dated Dec. 19, 1893, No. 510,973, dated Dec. 19, 1893, No. 510,974, dated Dec. 19, 1893, No. 510,975, dated Dec. 19, 1893, No. 510,976, dated Dec. 19, 1893, No. 510,977, dated Dec. 19, 1893, No. 510,978, dated Dec. 19, 1893, No. 518,933, dated April 24, 1894, No. 523,939, dated July 31, 1894, No. 533,394, dated Jan. 29, 1895, No. 560,767, dated May 26, 1896, No. 562,119, dated June 16, 1896, No. 564,931, dated July 28, 1896, No. 567,566, dated Sept. 8, 1896, No. 584,741, dated June 15, 1897, No. 584,742, dated June 15, 1897, No. 584,743, dated June 15, 1897, No. 584,744, dated June 15, 1897, No. 579,321, dated January 11, 1898, and other patents applied for and now pending, and is, moreover, the owner of or Licensee under other patents not herein enumerated ;

And, whereas, the Licensee desires the right to use, under the terms of this License and Lease Agreement, the hereinafter

described machine belonging to and owned by the Licensor, and also any improvements relating to the machine hereby licensed and leased for Rental, which may hereafter be acquired by the Licensor and attached to the machine hereby licensed and leased for Rental, or delivered to the Licensee to be used in connection therewith, and also any other machine, machinery, or device made by or for the Licensor, which may hereafter come into the possession of the Licensee :

Now, therefore, the Licensor, in consideration of Three Hundred Dollars (\$300.00) to be paid for this License by the Licensee, and of the stipulations, conditions and agreements herein contained, on the part of the Licensee to be kept and performed, does license unto the Licensee, Lasting Machine No. 241, property of the Licensor, but delivered f. o. b. cars at Beverly, Mass., into the possession of the Licensee for lasting boots and shoes at the factory of the Licensee in *Dixon State of Ills.* and nowhere else. Said machine is constructed in accordance with and embodies the invention or inventions or some part thereof described in said Letters Patent granted and to be granted, to which Letters Patent when granted this License and Lease agreement shall apply and the parties hereunto shall be bound relatively thereto, the same in all respects as if the patents had been granted and the numbers thereof specially enumerated in this License and Lease agreement before signing.

The Licensor does hereby license the Licensee and the operatives in his employ to use said patented machine upon the terms and conditions herein set forth, and the Licensor does hereby also license the Licensee to use the inventions of all said patents above enumerated or referred to and all reissues, renewals and extensions of the same embodied in said machine; provided, however, and this License and Lease is granted on the express conditions that the Licensee shall at all times faithfully perform all and every condition herein contained upon his part to be kept and performed, and upon breach of said conditions or any of them by the Licensee, the Licensor at its option may cancel and terminate this License and Lease Agreement and upon written notice thereof to the

Licensee or to any one in possession of or apparent control of the machine this License and Lease Agreement shall terminate and the possession of said machine may thereupon be taken by the Licensor or its duly authorized Agents.

And the following are conditions and agreements which the Licensee hereby agrees to keep and perform and upon condition of the faithful performance of which, this License and Lease agreement is granted.

First.—The Licensee agrees that the operator on this machine shall keep a daily account on blanks, furnished by the Licensor for that purpose, of the numbers of pairs of boots and shoes and the kinds thereof lasted on or by the use of said machine or by the use of any of the inventions of said patents or in the making of which any of the inventions of said patents were employed or the machine performed a part, which account shall be signed by the operator (and verified and signed by the Licensee, if requested by the Licensor) and forwarded by the Licensee to the Licensor on or before the fifth day of each and every month in each and every year during the continuance of this License and Lease Agreement, for the month then next preceding, and on or before the fifth day thereafter the Licensee shall pay to the Licensor as rent for the use of said machine and the use of any of the inventions of said patents, a sum of lawful money equal to one-half (1-2) of one cent for each and every pair of boots and shoes lasted on or by the use of said machine or by the use of any of the inventions of said patents, or in the making of which said machine performed a part, during the month then next preceding, but seventy-two (72) pairs of Misses' and Children's shall be considered equivalent to (60) pairs of other kinds.

Second.—If, for any cause, this machine shall not be in use during twelve (12) consecutive months to the extent of its earning for the said Licensor at the above mentioned rates an amount equal to or in excess of Seventy-five Dollars (\$75.00), then said Licensor may by paying to the Licensee a sum of money equal to one-third (1-3) of the amount paid by him for this License, cancel and terminate this License and Lease Agreement as hereinbefore

specified, this option and condition to be independent of any other options and conditions contained in this License and Lease Agreement.

Third.—The Licensee hereby agrees that he will not in any way violate or infringe or contest the validity of any of the patents he is hereby licensed to use or the sufficiency of their specifications or the validity of the title of the Licensor to said patents or any of them.

Fourth.—This License and Lease Agreement is not assignable and shall not be assigned by the Licensee by his own act or by the operation of law.

Fifth.—The power conveyed by this License and Lease Agreement is only the right to use said machine herein enumerated and embodying any of the inventions of said patents, and not the right to make, use or sell any other machine embodying any of the inventions of the patents aforesaid; the transfer or removal of the machine hereby licensed and leased can only be made with the consent of the Licensor; and if the Licensee is or becomes at any time insolvent or bankrupt, or a sale, transfer or removal of said machine shall be made or attempted by the Licensee or by the operation of law or by any legal officer, representative, or assigns as the property of the Licensee without the consent in writing of the Licensor, this License and Lease Agreement shall at the option of said Licensor terminate and expire, and said Licensor may take possession of said machine without the Licensee or his representative having any claim for repayment of any of the sum or sums which he may have paid as consideration for the delivery of this License or for rent or royalty under this instrument.

Sixth.—The Licensee agrees that he will allow the Licensor or its Agents at any time hereafter to attach an indicator or other mechanism to any machine embracing any of the inventions of the patents hereby licensed which now is or may hereafter come into the possession of the Licensee for the purpose of recording the number of revolutions of the driving-shaft of said machine, or of otherwise indicating the quantity of boots and shoes operated by said machine or the quantity of work done by said machine, and to

examine, modify, repair or replace said indicator, and the Licensee will not disturb or interfere with, or permit anyone else to disturb or interfere with, any indicator which now is or may hereafter be placed upon a machine as aforesaid.

And the Licensee shall not add to or subtract from the machine any mechanism whatever now or hereafter organized or connected therewith by the Licensor, nor make nor allow to be made any change or alteration in the same without the consent thereto in writing of the Licensor, nor interfere with the proper operation of the machine or any mechanism forming a part thereof or attached thereto, or that may be hereafter attached thereto, and shall at all times at his own expense keep and maintain the machine in as good and efficient working order as the same now is or may hereafter be put by the Licensor, and to obtain from the Licensor or its Agents all duplicate parts for said machine whenever any are needed.

The Licensor and its Agents may at all reasonable times have convenient access to the machine to examine and inspect the same, and the use thereof, and to repair and improve or add to the same so far as it may see fit; and all the covenants, stipulations, conditions and terms of this License and Lease Agreement shall apply to all improvements which the Licensor shall hereafter add to the machine, and to all patents therefor, with the same effect as if such additional patents were enumerated in the previous list herein set forth.

Seventh.—In case the Licensee refuses or neglects to perform, or violates any of the conditions of this License and Lease Agreement, the Licensor shall have the right to terminate this License and Lease Agreement, by giving written notice as aforesaid that it has elected so to do, and, upon the giving of such notice, this License and Lease Agreement shall terminate, and it shall be the duty of the Licensee forthwith to deliver the possession of said machine to the Licensor, in good condition, reasonable wear and tear excepted, and without prejudice to any other legal rights or remedies for violation of this contract, use of machine, or use of any of the inventions of said patents without license. The Licensor

or its Agents may thereupon enter the premises wherein said machine may be, and take and remove the same, and the Licensee shall have no claim whatever on account of any sum or sums he may have paid for this License, or under this License and Lease Agreement.

Eighth.—This License and Lease Agreement shall continue (provided the Licensee keeps and performs the conditions thereof) until the expiration of all Letters Patent, or any extensions or renewals thereof, now or hereafter owned by the Licensor, or any inventions which are or shall be hereafter embodied in, or used in connection with, said machine; and, upon the expiration of all said Letters Patent, the Licensee shall, upon demand, deliver to the Licensor the machine hereby leased or rented, in good order and repair; and the Licensee shall have no claim whatsoever on account of any sum or sums that may have been paid for this License, or under this License and Lease Agreement.

All the rights and interests which, under this instrument and by reason of the ownership of said machine and patents and patent rights, belong to the Licensor, shall be deemed to belong to, and may be enforced in its name or otherwise by the Licensor, its successors and assigns and its or their representatives or assigns; all the stipulations and agreements binding on the Licensee shall be binding upon their representatives, successors or assigns.

Ninth.—It is agreed that this instrument may be used for Licensees of the female sex, or for corporations, and in that case the masculine pronoun denoting the Licensee shall, whenever it occurs, be instead of, and indicate the feminine or neuter; and also that this instrument may be used in cases where the party of the second part shall consist of more than one person, and in that case the termination of the words relating to said party shall be considered as plural or singular, as the case may require; and when said party of the second part so consists of several persons, and they sign this License and Lease Agreement, either individually or by their firm signature, such signature or signatures shall bind them, both jointly and severally, to the terms and agreements herein contained, and also that the number of the machine named in this

License and Lease Agreement may be entered by the Licensor, after signing, and that as this instrument is designed and intended for use between the parties hereto, in case the Licensee shall require more than one machine, and it is entered in this License and Lease Agreement, it is agreed that the termination of the words relating to the machine shall be construed and considered as written in the singular or plural, as the number of machines entered in this License and Lease Agreement may require.

In witness whereof, the parties aforesaid have hereunto set their hands and seals, the said parties of the second part binding themselves, their legal representatives, and assigns, to all the foregoing agreements, both jointly and severally.

CONSOLIDATED & MCKAY LASTING MACHINE COMPANY,
[SEAL] by Geo. W. Brown, Treasurer.
RIVERSIDE SHOE CO.
by F. A. Watson, V. Prest.

[Endorsed:]

"A" License No. 201 Machine No. 241
Riverside Shoe Co., Licensee. Dated April 26, 1899

PLAINTIFF'S EXHIBIT 9.

[Put in Evidence, page 324.]

1000-3-18-1898-B

License and Rental Lease No. 129 "G"

This license and rental lease agreement, made in duplicate the 16th day of March A. D. 1900, by and between the

Consolidated & McKay Lasting Machine Company,
a corporation incorporated under the laws of the State of Maine,
Licensor and party of the first part, and Leonard, Shaw and Dean
of Middleboro, Mass, Licensee and party of the second part, Wit-
nesseth: —

Whereas, the Licensor is now the owner of the following Letters
Patent of the United States relating to Lasting Machines or auxil-
iary machines for lasting, to wit: No. 274,207, dated March 20,
1883, No. 281,306, dated July 17, 1883, No. 284,906, dated Sept.

11, 1883, No. 292,575, dated Jan. 29, 1884, No. 312,335, dated Feb. 17, 1885, No. 415,726, dated Nov. 26, 1889, No. 421,954, dated Feb. 25, 1890, No. 423,920, dated March 25, 1890, No. 423,921, dated March 25, 1890, No. 423,922, dated March 25, 1890, No. 423,937, dated March 25, 1890, No. 441,482, dated Nov. 25, 1890, No. 459,899, dated Sept. 22, 1891, No. 482,349, dated Sept. 13, 1892, No. 500,141, dated June 27, 1893, No. 510,972, dated Dec. 19, 1893, No. 510,973, dated Dec. 19, 1893, No. 510,974, dated Dec. 19, 1893, No. 510,975, dated Dec. 19, 1893, No. 510,976, dated Dec. 19, 1893, No. 510,977, dated Dec. 19, 1893, No. 510,978, dated Dec. 19, 1893, No. 518,933, dated April 24, 1894, No. 523,939, dated July 31, 1894, No. 533,394, dated Jan. 29, 1895, No. 560,767, dated May 26, 1896, No. 562,119, dated June 16, 1896, No. 564,931, dated July 28, 1896, No. 567,566, dated Sept. 8, 1896, No. 584,741, dated June 15, 1897, No. 584,742, dated June 15, 1897, No. 584,743, dated June 15, 1897, No. 584,744, dated June 15, 1897, and other patents applied for and now pending, and is, moreover, the owner of or Licensee under other patents not herein enumerated;

And, whereas, the Licensee desires the right to use, under the terms of this License and Lease Agreement, the hereinafter described machine belonging to and owned by the Licensor, and also any improvements relating to the machine hereby licensed and leased for Rental, which may hereafter be acquired by the Licensor and attached to the machine hereby licensed and leased for Rental, or delivered to the Licensee to be used in connection therewith, and also any other machine, machinery, or device made by or for the Licensor, which may hereafter come into the possession of the Licensee:

Now, therefore, the Licensor, in consideration of one dollar to it paid by the Licensee, the receipt whereof is hereby acknowledged, and of the agreements and conditions herein agreed upon, to be kept and performed by the Licensee, does hereby license and lease for Rental unto the Licensee the machine herein designated by its number, said machine embodying the inventions of some of the foregoing named patents:—Lasting Machine No. 2224.

And the Licensor does hereby license and lease the Licensee and operators in his employ to use said machine, but only upon the terms and conditions herein set forth; Provided, however, and this License and Lease is granted upon the express condition that the Licensee shall faithfully keep and perform all the conditions and agreements herein contained on his part to be kept and performed, and upon breach of the same or either of them by the Licensee the Licensor may, at its option, cancel and terminate this License and Lease by giving written notice to the Licensee or to any one in possession or apparent control of the machine, that it has elected so to do, and upon the giving of such notice this License and Lease shall terminate, and upon the Licensor taking or demanding possession of this machine, as herein provided, or without cancellation of this Agreement, then the possession of said machine shall thereupon revert in the Licensor. And inasmuch as the machine is only leased and rented by the Licensor, and the Licensee pays no purchase price whatsoever for the machine, therefore the said machine does and shall continue to belong exclusively to, and remain wholly the property of, and subject only to the control of the Licensor, and the Licensee acquires no right to buy or retain said machine except by written consent of the Licensor.

Upon the termination of this License and Lease for Rental by lapse of time, cancellation, breach of contract, non-use of machine, or otherwise, the Licensee shall forthwith deliver the machine, hereby licensed and leased, to the Licensor in good condition, reasonable wear and tear excepted, and also pay to the Licensor the sum of One Hundred and Fifty (150) Dollars, as compensation for setting up the machine at his factory, for instructing operators, and deterioration.

And the following terms and conditions of the License and Lease of the machine, together with those hereinbefore expressed, the Licensee hereby agrees to keep and perform:

First. — The Licensee is by this License and Lease for Rental authorized to use the machine herein described, only by himself or operators in his direct employ, and only in *Middleboro Mass.* He shall not add to, nor subtract from, the machine any part or mechan-

ism whatever, now or hereafter organized or connected therewith by the Licensor, nor make, nor allow to be made any change or alteration in the same, without the consent thereto in writing of the Licensor, nor interfere with the proper operation of the machine, nor any mechanism forming a part thereof or attached thereto, nor any device used in connection therewith, nor remove or deface any dates, numbers, or inscriptions, now or hereafter impressed thereon, or affixed thereto by the Licensor or by its direction, and the Licensee shall at all times at his own expense keep and maintain the machine in as good and efficient working order as the same now is or may hereafter be put by the Licensor.

Second. — The Licensor and its agents shall, at all reasonable times, have access to the machine to examine and inspect the same and the use thereof, and to repair and improve the same so far as it sees fit, and all covenants, stipulations, and conditions herein contained shall apply to all improvements which the Licensor shall hereafter add to the machine, and to any patents which have or may be issued thereon, with the same effect as if the patents were enumerated in this License and Lease with the Letters Patent previously herein enumerated.

Third. — The Licensee agrees to pay unto the Licensor, on the tenth day of each month, as Rental for the previous month for the machine hereby licensed and leased, and for the use of the inventions of the patents under which a License is hereby granted, a sum of lawful money equal to one-half ($\frac{1}{2}$) of one cent for each and every pair of Misses' and Children's and five-eighths ($\frac{5}{8}$) of one cent for each and every pair of all other kinds of boots and shoes lasted by the aid of this machine, or by the use of the inventions of said patents, or any of them, or in the making of which the inventions of said patents shall be used; and should such Rental fall short of an average of Fifteen (15) Dollars per month, for any twelve (12) consecutive months (excepting months during the whole of which the factory is idle), then the Licensee agrees to pay, upon demand, such an amount as will make the average Fifteen (15) Dollars per month for such twelve (12) consecutive months.

Fourth. — The Licensee agrees that the operator on the machine hereby licensed and leased shall keep a daily account of the number of pairs of boots and shoes lasted by him, and the class to which they belong, which account shall be signed by the operator, and verified and signed by the Licensee, if so requested by the Licensor, and delivered by the Licensee to the Licensor at Boston, Mass., not later than the fifth of each month, and Rental shall be paid by the Licensee on the basis of said account, and the Licensee agrees to give the Licensor, its successors, or assigns, or its or their authorized agents, free access at all times to the premises where the machine hereby licensed and leased is located, for the purpose of verifying the operators' reports, and in case operators' reports shall not be made as provided above, it shall be the right of the Licensor to appoint a competent man to keep the accounts herein required; and all reasonable compensation for the services and expenses of such man, which shall not exceed \$3 per day, shall be at the charge of the Licensee, and the Licensee hereby agrees to pay the same upon demand to the Licensor.

The Licensee agrees that he will allow the Licensor, its successors, or assigns, and its and their agents, at any time hereafter, to attach an indicator, or counter, to any machine embracing any of the patents under which a License is hereby granted, which now is or may hereafter come into possession of the Licensee, for the purpose of indicating the number of boots and shoes lasted, and to examine, modify, repair, or replace the said indicator, and that he, the Licensee, will not disturb or interfere with, nor permit any one else to disturb or interfere with, any indicator which now is or may hereafter be placed upon any machine as aforesaid.

Fifth. — The Licensee hereby agrees that he will not in any way violate, or infringe, or contest the validity of any of the patents, or any reissue, or extension of the same, under which he is hereby licensed, or the sufficiency of their specifications, or the validity of the title of the Licensor, to said patents or any of them, and hereby expressly admits the validity and sufficiency thereof as an important part of the consideration for this License and Lease for Rental.

Sixth. — This machine shall not be transferred, and this License

and Lease for Rental is not assignable by the Licensee by his own act or by operation of law.

Seventh.—The power conveyed by this License and Lease is only the right to use the said specific machine, and not the right to make, sell, or alter any machine embodying the inventions of the patents aforesaid, or any of them; and a transfer or removal of the machine hereby licensed and leased shall only be made with the written consent of the Licensor, and if the Licensee is or becomes at any time insolvent or bankrupt, or if a sale, loan, transfer, or removal of said machine shall be made or attempted by the Licensee, or by the operation of law, or by any legal officer, representative, or assignee, as the property of the Licensee, or otherwise, without the written consent of the Licensor, the Licensor may cancel and terminate this License and Lease Agreement, and then the possession of said machine shall thereupon revert in the Licensor, and it may take possession of said machine without the Licensee having any claim for the repayment of any part of the sum or sums which he may have paid as Rent or License under this instrument.

Eighth.—In case any machine hereby licensed shall remain unused for the period of four consecutive months, the Licensor may at any time thereafter, while it remains unused, cancel this License and Lease Agreement, so far as relates to said unused machine, by giving written notice, as herein provided, that it has elected so to do; and upon giving such notice this License and Lease Agreement shall be terminated to the extent aforesaid, and possession of said unused machine shall thereupon revert in said Licensor.

Ninth.—This License and Lease Agreement shall continue until cancelled by the Licensor for breach of condition or otherwise, but in case the Licensee refuses or neglects to perform, or violates any condition of this License and Lease Agreement, the Licensor shall have the right to terminate this License and Lease Agreement by giving written notice, as aforesaid, that it has elected so to do; and upon the giving of such notice for any cause whatsoever, as herein provided for, this License and Lease Agreement shall then terminate, and the possession of said machine shall thereupon revert in the Licensor, free and discharged of this License and Lease. Upon

the termination of this License and Lease by lapse of time, cancellation, breach of condition, non-use of machine, or otherwise, it shall be the duty of the Licensee forthwith to deliver the machine hereby licensed and leased to the Licensor in good condition, reasonable wear and tear excepted, and to pay to the Licensor the sum of One Hundred and Fifty (150) Dollars for each machine so delivered; and upon such termination, and without prejudice to any other legal rights or remedies for violation of contract, use of machine without right, of infringement of patents, the Licensor, or its agents, may thereupon enter the premises where said machine may be and may take and remove the same, and the Licensee shall have no claim whatsoever against the Licensor under this License and Lease Agreement.

Tenth.—The Licensee also covenants and agrees to keep this machine and accessories insured, for the benefit of the Consolidated & McKay Lasting Machine Company, to the amount of Two Hundred (200) Dollars, and to pay all taxes assessed on said machine. In case this machine is destroyed by fire, the Licensee agrees to pay to the Licensor the sum of Two Hundred (200) Dollars, as partial compensation for such destruction of machine.

Eleventh.—In case any other machine than that hereby licensed and leased, embracing the invention of any of the patents under which the License is hereby granted, shall hereafter come into the possession of the Licensee, without a written License and Lease from the Licensor, then, in case the Licensor shall so elect, all the covenants herein contained shall apply to such machine, and shall govern the parties respectively to the same extent as if the said machine had been expressly included in this License and Lease Agreement. The Licensor shall give written notice of its election, as aforesaid, within thirty (30) days after it shall have received written notice from the Licensee of the possession of such machine, but it may give such notice without having received such notice from the Licensee.

Twelfth.—It is declared and understood that it is the intention of the Licensee to use said machine herein licensed and leased for lasting all the boots and shoes made by him applicable to the said

machine, and not to have it in his possession as a means of reducing the price of hand lasting or of controlling hand lasters, or of influencing a trade with any other lasting machine not controlled by the Licenser, or the list price thereon, and the Licenser enters into this contract because of and by reason of such understanding and agreement on the part of the Licensee. It is therefore agreed that the Licensee shall use such machine hereby licensed and leased for lasting all of his boots and shoes to its full capacity, limited only by the demands of his business; and should the demands of his business require he shall take the license and lease of such additional machines as may be needed to do all his work.

Thirteenth. It is agreed that the Licensee shall buy of the Licenser, or its authorized agents, and only of it or them, the spare parts for repairing *also the wire for lasting shoes* in the machine hereby licensed and leased, and shall and does hereby accept delivery of machine at Beverly, Mass., f. o. b. cars.

Fourteenth. All the rights and interests which, under this instrument and by reason of the ownership of said machines and patents and patent rights, belong to the Licenser, shall be deemed to belong to, and may be enforced, in its name or otherwise, by the Licenser, its successors and assigns, and its or their representatives and assigns. All of the stipulations and agreements binding on the Licensee shall be binding on his or their representatives, successors, and assigns.

Fifteenth. It is agreed that this instrument may be used for Licensees of the female sex, or for corporations, and in that case the masculine pronoun denoting the Licensee shall, whenever it occurs, be instead of and indicate the feminine, or neuter, as the case may be; and also that when the party of the second part shall consist of more than one person, the termination of the words relating to the said party shall be considered as singular or plural, as the sense may require; and that when the party of the second part so consists of several persons, and they sign this License and Lease for Rental, either individually or by their firm signature, such signature or signatures shall bind them both jointly and severally to the terms and agreements herein contained, and also that

the numbers of the machines named in or covered by this License and Lease may be entered herein by the Licensor after signing; and that as this instrument is designed and intended for continuous use between the parties hereto, in case the Licensee shall have more than one machine, it is agreed that the termination of words relating to the machine shall be considered as written in the singular or plural, as the number of machines entered in this License and Lease Agreement may require.

In witness whereof, the parties aforesaid have hereunto set their hands and seals, the said parties of the second part binding themselves, their legal representatives, and assigns, to all the foregoing agreements, both jointly and severally.

Seven (7) words inserted in clause 13 before execution.

CONSOLIDATED & MCKAY LASTING MACHINE COMPANY,
[SEAL] by Geo. W. Brown, Treasurer.
LEONARD SHAW & DEAN [SEAL]

[Endorsed:]

License No. 129 "G" Machine No. 2224
Leonard Shaw & Dean Licensee.
Dated March 16 1900

PLAINTIFF'S EXHIBIT 10.

[Put in Evidence, page 324.]

1000-3-9-1898-C

License and Rental Lease No. 19G

This License and Rental Lease Agreement, made in duplicate the 25 day of April A. D. 1898, by and between the

Consolidated & McKay Lasting Machine Company,
a corporation incorporated under the laws of the State of Maine,
Licensor and party of the first part, and *Brown Shoe Co. of St. Louis, Mo.*, Licensee and party of the second part, Witnesseth:

Whereas, the Licensor is now the owner of the following Letters Patent of the United States relating to Lasting Machines or auxiliary machines for lasting, to wit: No. 274,207, dated March 20, 1883, No. 281,306, dated July 17, 1883, No. 284,906, dated Sept. 11, 1883, No. 292,575, dated Jan. 29, 1884, No. 312,335, dated

Feb. 17, 1885, No. 415,726, dated Nov. 26, 1889, No. 421,954, dated Feb. 25, 1890, No. 423,920, dated March 25, 1890, No. 423,921, dated March 25, 1890, No. 423,922, dated March 25, 1890, No. 423,937, dated March 25, 1890, No. 441,482, dated Nov. 25, 1890, No. 459,899, dated Sept. 22, 1891, No. 482,349, dated Sept. 13, 1892, No. 500,141, dated June 27, 1893, No. 510,972, dated Dec. 19, 1893, No. 510,973, dated Dec. 19, 1893, No. 510,974, dated Dec. 19, 1893, No. 510,975, dated Dec. 19, 1893, No. 510,976, dated Dec. 19, 1893, No. 510,977, dated Dec. 19, 1893, No. 510,978, dated Dec. 19, 1893, No. 518,933, dated April 24, 1894, No. 523,939, dated July 31, 1894, No. 533,394, dated Jan. 29, 1895, No. 560,767, dated May 26, 1896, No. 562,119, dated June 16, 1896, No. 564,931, dated July 28, 1896, No. 567,566, dated Sept. 8, 1896, No. 584,741, dated June 15, 1897, No. 584,742, dated June 15, 1897, No. 584,743, dated June 15, 1897, No. 584,744, dated June 15, 1897, and other patents applied for and now pending, and is, moreover, the owner of or Licensee under other patents not herein enumerated;

And, whereas, the Licensee, desires the right to use, under the terms of this License and Lease Agreement, the hereinafter described machine belonging to and owned by the Licensor, and also any improvements relating to the machine hereby licensed and leased for Rental, which may hereafter be acquired by the Licensor and attached to the machine hereby licensed and leased for Rental, or delivered to the Licensee to be used in connection therewith, and also any other machine, machinery, or device made by or for the Licensor, which may hereafter come into the possession of the Licensee.

Now, therefore, the Licensor, in consideration of one dollar to it paid by the Licensee, the receipt whereof is hereby acknowledged, and of the agreements and conditions herein agreed upon, to be kept and performed by the Licensee, does hereby license and lease for Rental unto the Licensee the machine herein designated by its number, said machine embodying the inventions of some of the foregoing named patents:—Lasting Machine No. 1933.

And the Licensor does hereby license and lease the Licensee and

operators in his employ to use said machine, but only upon the terms and conditions herein set forth; provided, however, and this License and Lease is granted upon the express condition that the Licensee shall faithfully keep and perform all the conditions and agreements herein contained on his part to be kept and performed; and upon breach of the same or either of them by the Licensee the Licensor may, at its option, cancel and terminate this License and Lease by giving written notice to the Licensee or to any one in possession or apparent control of the machine, that it has elected so to do, and upon the giving of such notice this License and Lease shall terminate, and upon the Licensor taking or demanding possession of this machine, as herein provided, or without cancellation of this Agreement, then the possession of said machine shall thereupon revert in the Licensor. And inasmuch as the machine is only leased and rented by the Licensor, and the Licensee pays no purchase price whatsoever for the machine, therefore the said machine does and shall continue to belong exclusively to, and remain wholly the property of, and subject only to the control of the Licensor, and the Licensee acquires no right to buy or retain said machine except by written consent of the Licensor.

Upon the termination of this License and Lease for Rental by lapse of time, cancellation, breach of contract, non-use of machine, or otherwise, the Licensee shall forthwith deliver the machine, hereby licensed and leased, to the Licensor in good condition, reasonable wear and tear excepted, and also pay to the Licensor the sum of One Hundred and Fifty (150) Dollars, as compensation for setting up the machine at his factory, for instructing operators, and deterioration.

And the following terms and conditions of the License and Lease of the machine, together with those hereinbefore expressed, the Licensee hereby agrees to keep and perform:

First.—The Licensee is by this License and Lease for Rental authorized to use the machine herein described, only by himself or operators in his direct employ, and only in *St. Louis, Mo.* He shall not add to, not subtract from, the machine any part or mechanism whatever, now or hereafter organized or connected therewith

by the Licensor, nor make, nor allow to be made, any change or alteration in the same, without the consent thereto in writing of the Licensor, nor interfere with the proper operation of the machine, nor any mechanism forming a part thereof or attached thereto, nor any device used in connection therewith, nor remove or deface any dates, numbers, or inscriptions, now or hereafter impressed thereon, or affixed thereto by the Licensor or by its direction, and the Licensee shall at all times at his own expense keep and maintain the machine in as good and efficient working order as the same now is or may hereafter be put by the Licensor.

Second.—The Licensor and its agents shall, at all reasonable times, have access to the machine to examine and inspect the same and the use thereof, and to repair and improve the same so far as it sees fit, and all covenants, stipulations and conditions herein contained shall apply to all improvements which the Licensor shall hereafter add to the machine, and to any patents which have or may be issued thereon, with the same effect as if the patents were enumerated in this License and Lease with the Letters Patent previously herein enumerated.

Third.—The Licensee agrees to pay unto the Licensor, on the tenth day of each month, as Rental for the previous month for the machine hereby licensed and leased, and for the use of the inventions of the patents under which a License is hereby granted, a sum of lawful money equal to five-sixths (5-6) of one (1) cent for each and every pair of Misses' and Children's and one (1) cent for each and every pair of all other kinds of boots and shoes lasted by the aid of this machine, or by the use of the inventions of said patents, or any of them, or in the making of which any of the inventions of said patents shall be used; and should such Rental fall short of an average of Fifteen (15) Dollars per month, for any twelve (12) consecutive months (excepting months during the whole of which the factory is idle), then the Licensee agrees to pay, upon demand, such an amount as will make the average Fifteen (15) Dollars per month for such twelve (12) consecutive months.

Fourth.—The Licensee agrees that the operator on the machine hereby licensed and leased shall keep a daily account of the number

of pairs of boots and shoes lasted by him, and the class to which they belong, which account shall be signed by the operator, and verified and signed by the Licensee, if so requested by the Licensor, and delivered by the Licensee to the Licensor at Boston, Mass., not later than the fifth of each month, and Rental shall be paid by the Licensee on the basis of said account, and the Licensee agrees to give the Licensor, its successors, or assigns, or its or their authorized agents, free access at all times to the premises where the machine hereby licensed and leased is located, for the purpose of verifying the operators' reports, and in case operators' reports shall not be made as provided above, it shall be the right of the Licensor to appoint a competent man to keep the accounts herein required; and all reasonable compensation for the services and expenses of such man, which shall not exceed \$3 per day, shall be at the charge of the Licensee, and the Licensee hereby agrees to pay the same upon demand to the Licensor.

The Licensee agrees that he will allow the Licensor, its successors, or assigns, and its and their agents, at any time hereafter, to attach an indicator, or counter, to any machine embracing any of the patents under which a License is hereby granted, which now is or may hereafter come into possession of the Licensee, for the purpose of indicating the number of boots and shoes lasted, and to examine, modify, repair, or replace the said indicator, and that he, the Licensee, will not disturb or interfere with, nor permit any one else to disturb or interfere with, any indicator which now is or may hereafter be placed upon any machine as aforesaid.

Fifth.—The Licensee hereby agrees that he will not in any way violate, or infringe, or contest the validity of any of the patents, or any reissue, or extension of the same, under which he is hereby licensed, or the sufficiency of their specifications, or the validity of the title of the Licensor, to said patents or any of them, and hereby expressly admits the validity and sufficiency thereof as an important part of the consideration for this License and Lease for Rental.

Sixth.—This machine shall not be transferred, and this License

and Lease for Rental is not assignable by the Licensee by his own act or by operation of law.

Seventh.—The power conveyed by this License and Lease is only the right to use the said specific machine, and not the right to make, sell, or alter any machine embodying the inventions of the patents aforesaid, or any of them; and a transfer or removal of the machine hereby licensed and leased shall only be made with the written consent of the Licensor, and if the Licensee is or becomes at any time insolvent or bankrupt, or if a sale, loan, transfer, or removal of said machine shall be made or attempted by the Licensee, or by the operation of law, or by any legal officer, representative, or assignee, as the property of the Licensee, or otherwise, without the written consent of the Licensor, the Licensor may cancel and terminate this License and Lease Agreement, and then the possession of said machine shall thereupon revert in the Licensor, and it may take possession of said machine without the Licensee having any claim for the repayment of any part of the sum or sums which he may have paid as Rent or License under this instrument.

Eighth.—In case any machine hereby licensed shall remain unused for the period of four consecutive months, the Licensor may at any time thereafter, while it remains unused, cancel this License and Lease Agreement, so far as relates to said unused machine, by giving written notice, as herein provided, that it has elected so to do; and upon giving such notice this License and Lease Agreement shall be terminated to the extent aforesaid, and possession of said unused machine shall thereupon revert in said Licensor.

Ninth.—This License and Lease Agreement shall continue until cancelled by the Licensor for breach of condition or otherwise, but in case the Licensee refuses or neglects to perform, or violates any condition of this License and Lease Agreement, the Licensor shall have the right to terminate this License and Lease Agreement by giving written notice, as aforesaid, that it has elected so to do; and upon the giving of such notice for any cause whatsoever, as herein provided for, this License and Lease Agreement shall then terminate, and the possession of said machine shall thereupon

revest in the Licensor, free and discharged of this License and Lease. Upon the termination of this License and Lease by lapse of time, cancellation, breach of condition, non-use of machine, or otherwise, it shall be the duty of the Licensee forthwith to deliver the machine hereby licensed and leased to the Licensor in good condition, reasonable wear and tear excepted, and to pay to the Licensor the sum of One Hundred and Fifty (150) Dollars for each machine so delivered; and upon such termination, and without prejudice to any other legal rights or remedies for violation of contract, use of machine without right, of infringement of patents, the Licensor, or its agents, may thereupon enter the premises where said machine may be and may take and remove the same, and the Licensee shall have no claim whatsoever against the Licensor under this License and Lease Agreement.

Tenth.—The Licensee also covenants and agrees to keep this machine and accessories insured, for the benefit of the Consolidated & McKay Lasting Machine Company, to the amount of Two Hundred (200) Dollars, and to pay all taxes assessed on said machine. In case this machine is destroyed by fire, the Licensee agrees to pay to the Licensor the sum of Two Hundred (200) Dollars, as partial compensation for such destruction of machine.

Eleventh.—In case any other machine than that hereby licensed and leased, embracing the invention of any of the patents under which the License is hereby granted, shall hereafter come into the possession of the Licensee, without a written License and Lease from the Licensor, then, in case the Licensor shall so elect, all the covenants herein contained shall apply to such machine, and shall govern the parties respectively to the same extent as if the said machine had been expressly included in this License and Lease Agreement. The Licensor shall give written notice of its election, as aforesaid, within thirty (30) days after it shall have received written notice from the Licensee of the possession of such machine, but it may give such notice without having received such notice from the Licensee.

Twelfth.—It is declared and understood that it is the intention of the Licensee to use said machine herein licensed and leased for

lasting all the boots and shoes made by him applicable to the said machine, and not to have it in his possession as a means of reducing the price of hand lasting or of controlling hand lasters, or of influencing a trade with any other lasting machine not controlled by the Licensor, or the list price thereon, and the Licensor enters into this contract because of and by reason of such understanding and agreement on the part of the Licensee. It is therefore agreed that the Licensee shall use such machine hereby licensed and leased for lasting all of his boots and shoes to its full capacity, limited only by the demands of his business; and should the demands of his business require he shall take the license and lease of such additional machines as may be needed to do all his work.

Thirteenth.—It is agreed that the Licensee shall buy of the Licensor, or its authorized agents, and only of it or them, the spare parts for repairing the machine hereby licensed and leased, and shall and does hereby accept delivery of machine at Beverly, Mass., f. o. b. cars.

Fourteenth.—All the rights and interests which, under this instrument and by reason of the ownership of said machines and patents and patent rights, belong to the Licensor, shall be deemed to belong to, and may be enforced, in its name or otherwise, by the Licensor, its successors and assigns, and its or their representatives and assigns. All of the stipulations and agreements binding on the Licensee shall be binding on his or their representatives, successors, and assigns.

Fifteenth.—It is agreed that this instrument may be used for Licensees of the female sex, or for corporations, and in that case the masculine pronoun denoting the Licensee shall, whenever it occurs, be instead of and indicate the feminine, or neuter, as the case may be; and also that when the party of the second part shall consist of more than one person, the termination of the words relating to the said party shall be considered as singular or plural, as the sense may require; and that when the party of the second part so consists of several persons, and they sign this License and Lease for Rental, either individually or by their firm signature, such signature or signatures shall bind them both jointly and sev-

erally to the terms and agreements herein contained, and also that the numbers of the machines named in or covered by this License and Lease may be entered herein by the Licensor after signing; and that as this instrument is designed and intended for continuous use between the parties hereto, in case the Licensee shall have more than one machine, it is agreed that the termination of words relating to the machine shall be considered as written in the singular or plural, as the number of machines entered in this License and Lease Agreement may require.

In witness whereof, the parties aforesaid have hereunto set their hands and seals, the said parties of the second part binding themselves, their legal representatives, and assigns, to all the foregoing agreements, both jointly and severally.

CONSOLIDATED & MCKAY LASTING MACHINE COMPANY,
[SEAL] by Geo. W. Brown, Treasurer.
THE BROWN SHOE CO. [SEAL]
G. W. Brown Pt.

[Endorsed:]

License No. 19G. Machine No. 1933.
Brown Shoe Co., Licensee. Dated March 27, 1898.
Cancelled.

PLAINTIFF'S EXHIBIT 11.

[Put in Evidence, page 326.]

Lease and License, No. 1780.

This Lease and Agreement, made this *First* day of *April* A. D. 1898, by and between James W. Brooks, Principal Trustee, and John Brooks, Associate Trustee, for the McKay-Bigelow Heeling Machine Association, Lessors, and *G. Edwin Smith Columbus Ohio* Lessee, witnesseth:

Whereas, The Lessors are engaged in the manufacture of shoe machinery, and devices to be used in connection therewith, and particularly machinery and devices useful in the manufacture of the heel portions of boots and shoes; and

Whereas, The Lessors, at great expense, have endeavored, and

are constantly endeavoring to improve and render more useful, the machinery and devices manufactured by them, and are the owners of the following Letters Patent of the United States for improvements and inventions relating to machinery and devices for the manufacture of shoes, viz.: E. B. Allen, 310,488, Jan. 6, 1885; 314,411, March 24, 1885; 319,377, June 2, 1885; 332,032, Dec. 8, 1885; 332,984, Dec. 22, 1885; 348,091, Aug. 24, 1886; 348,092, Aug. 24, 1886; 374,387, Dec. 6, 1887; 374,885, Dec. 13, 1887; 375,913, Jan. 3, 1888; 377,284, 377,285, Jan. 31, 1888; 378,859, March 6, 1888; 384,343, June 12, 1888; 384,734, June 19, 1888. C. H. Benjamin, 388,523, Aug. 28, 1888. H. Bond, 297,787, Feb. 5, 1884. E. Bourgeois, 277,207, May 8, 1883. C. H. Brown and A. B. McCoy, 477,098, June 14, 1892. C. W. Chase, 212,190, Feb. 11, 1879. T. P. Coombs, 391,124, Oct. 16, 1888. J. H. Cunningham, 381,493, April 17, 1888. A. E. Ellis, 388,544, Aug. 28, 1888. A. D. Elliott, 374,892, Dec. 13, 1887. A. D. Elliott and J. E. Fellows, Nov. 19, 1889. A. D. Elliott, 446,383, Feb. 10, 1891; 510,012, Dec. 5, 1893. H. P. Fairfield, 224,005, Feb. 3, 1880; 388,547, 388,548, Aug. 28, 1888; 498,745, May 30, 1893; 518,917, April 24, 1894. M. J. Ferren, 236,148, Jan. 4, 1881. M. Fifield, 261,696, July 25, 1882. E. Fisher, 246,945, Sept. 13, 1881; 248,582, Oct. 25, 1881; 250,654, Dec. 13, 1881; 258,905, June 6, 1882. J. F. Freeman and C. W. Glidden, 443,434, Dec. 23, 1890. C. W. Glidden, 217,866, July 29, 1879; 217,867, July 29, 1871; 224,011, 224,012, Feb. 3, 1880; 278,426, May 29, 1883; 321,017, June 30, 1885; 347,482, Aug. 17, 1886; 350,051, Sept. 28, 1886; 374,894, Dec. 13, 1887; 377,300, Jan. 31, 1888; 377,301, 377,302, Jan. 31, 1888; 382,762, May 15, 1888; 388,552, 388,578, Aug. 28, 1888; 393,103, 393,104, Nov. 20, 1888; 399,607, 399,608, March 12, 1889; 402,435, April 30, 1889; 399,608, March 12, 1889; 402,435, April 30, 1889; 403,747, May 21, 1899; 408,173, July 3, 1889; 409,637, August 20, 1889; 409,783, 410,086, 410,087, 410,088, 410,089, 410,090, Aug. 27, 1889; 410,358, Sept. 3, 1889; 411,655, Sept. 24, 1889; 414,040, October 29, 1889; 427,308, May 6, 1890; 439,060, Oct. 21, 1890; 454,428, June 16, 1891; 457,462, Aug.

11, 1891; 459,348, Sept. 8, 1891; 464,196, Dec. 1, 1891; 498,429, 498,513, May 30, 1893; 500,486, June 27, 1893; 502,667, 502,-668, 502,669, Aug. 1, 1893; 242,268, April 30, 1895. Glidden and Elliott, 457,462, Aug. 11, 1891. R. M. Harrison, 233,504, Oct. 19, 1880. M. P. Harrigan, 386,538, July 24, 1888; 406,582, July 9, 1889. Harrigan and Packard, 473,874, April 26, 1892. John J. Heys, 530,046, Nov. 27, 1894. T. P. King and F. S. Strong, 267,544, Oct. 24, 1882. Horne and Henderson, 389,077, Sept. 4, 1888. W. Manley, 322,945, July 28, 1885; 336,332, Feb. 16, 1886; 342,371, May 25, 1886; 374,416, 374,417, 374,-418, 474,419, Dec. 6, 1887. J. F. McMullett, 266,298, Oct. 24, 1882; 373,409, Nov. 15, 1887. J. L. Packard, 388,578, Aug. 28, 1888; 413,959, Oct. 29, 1889; 473,478, April 19, 1892. M. D. Phelan, 400,788, April 2, 1889. D. C. Pillsbury, 417,833, Dec. 24, 1889. A. E. Stirekler, 212,116, Feb. 11, 1879. E. A. Tripp, 406,183, 406,184, July 2, 1889. C. K. Wead, 477,093, June 14, 1892. A. H. Webster, 468,279, Feb. 2, 1892; 483,293, Sept. 27, 1892; 504,854, 502,854, 505,074, Sept. 12, 1893. H. W. Winter, 401,619, 401,620, 401,622, April 16, 1889; 402,375, 402,376, April 30, 1889; 447,744, March 3, 1891; 448,310, March 17, 1891; 501,555, July 18, 1893; 505,043, Sept. 12, 1893. E. C. Wright, 340,690, April 27, 1886. Crocker, Sumner & Nash, 385,-748, July 10, 1888; 388,535, Aug. 28, 1888. J. H. Pope, 399,-631, March 12, 1889; 399,777, March 19, 1889; 411,835, Oct. 1, 1889; 446,885, Feb. 24, 1891. M. A. Tyler, 301,462, July 1, 1884; 305,723, Sept. 23, 1884. Tyler & Merriitt, 321,401, June 30, 1885; 382,121, May 1, 1888. Tyler & Smith, 293,604, Feb. 12, 1884. A. K. Washburn, 389,994, Sept. 25, 1888. H. A. Henderson, 252,215, Jan. 10, 1882; 259,687, June 20, 1882; 316,894, April 28, 1885; 10,588, 10,589, April 28, 1885; 317,646, 317,-647, May 12, 1885; 332,798, Dec. 22, 1885. F. F. Raymond, 2d, 271,117, 271,118, Jan. 23, 1883; 280,399, July 3, 1883; 287,472, Oct. 30, 1883; 289,857, 290,109, Dec. 11, 1883; 315,458, 315,-069, 315,070, April 7, 1885, 316,177, April 21, 1885; 316,661, 316,836, 316,827, April 28, 1885; 317,199, May 5, 1885; 317,-672, 317,851, May 12, 1885; 318,134, May 19, 1885; 319,124,

June 2, 1885; 321,530, 321,756, July 7, 1885; 322,126, July 14, 1885; 322,560, July 21, 1885; 322,561, 322,562, July 21, 1885; 325,271, 325,272, Sept. 1, 1885; 326,150, Sept. 15, 1885; 326,779, 326,780, 326,781, 326,782, Sept. 22, 1885; 329,079, Oct. 27, 1885; 329,951, 329,952, Nov. 10, 1885; 331,441, Dec. 1, 1885; 382,001, Dec. 8, 1885; 335,241, 335,242, Feb. 2, 1886; 340,358, April 20, 1886; 341,169, May 4, 1886; 341,689, May 11, 1886; 342,039, May 18, 1886; 342,461, May 25, 1886; 342,929, June 1, 1886; 343,339, June 8, 1886; 343,728, June 15, 1886; 344,136, June 22, 1886; 344,499, June 29, 1886; 344,985, July 6, 1886; 345,449, July 13, 1886; 345,920, July 20, 1886; 346,124, 346,125, July 27, 1886; 346,607, Aug. 3, 1886; 347,061, 347,062, 347,063, Aug. 10, 1886; 347,514, Aug. 17, 1886; 347,960, Aug. 24, 1886; 348,689, Sept. 7, 1886; 353,883, Dec. 7, 1886; 354,227, Dec. 14, 1886; 354,655, Dec. 21, 1886; 355,027, Dec. 28, 1886; 355,556, Jan. 4, 1887; 355,839, 355,840, Jan. 11, 1886; 356,209, Jan. 18, 1887; 356,549, 356,550, 356,551, Jan. 25, 1887; 356,552, 356,553, 356,554, Jan. 25, 1887; 356,890, Feb. 1, 1887; 357,335, Feb. 8, 1887; 357,735, Feb. 15, 1887; 358,298, Feb. 22, 1887; 358,695, March 1, 1887; 368,006, Aug. 9, 1887; 376,208, Jan. 10, 1888; 376,754, 376,908, Jan. 24, 1888; 377,172, Jan. 1, 1888; 377,577, Feb. 7, 1888; 377,958, Feb. 14, 1888; 378,216, Feb. 21, 1888; 378,617, Feb. 28, 1888; 379,029, March 6, 1888; 379,330, March 13, 1888; 379,810, March 20, 1888; 380,133, March 27, 1888; 380,596, April 3, 1888; 380,818, April 10, 1888; 381,280, April 17, 1888; 383,911, June 5, 1888; 385,960, July 10, 1888; 386,656, July 24, 1888; 394,298, Dec. 11, 1888; 394,609, 394,610, Dec. 18, 1888; 398,846, March 5, 1889; 405,598, June 18, 1889; 408,895, Aug. 13, 1889; 409,372, Aug. 20, 1889; 410,194, 410,195, 410,196, Sept. 3, 1889; 410,675, 410,676, 410,677, Sept. 10, 1889; 412,414, Oct. 1, 1889; 412,896, Oct. 15, 1889; 413,553, 413,554, 413,555, Oct. 22, 1889; 413,963, 413,964, Oct. 29, 1889; 414,448, 414,582, Nov. 5, 1889; 414,952, Nov. 12, 1889; 415,559, Nov. 19, 1889; 415,560, Nov. 19, 1889; 461,448, 461,510, Oct. 20, 1891; 464,165, 464,255, Dec. 1, 1891; 464,991, 465,029, Dec. 15, 1891; 467,237, Jan. 19, 1892; 467,-

522, Jan. 26, 1892; 468,957, Jan. 16, 1892; 474,146, May 3, 1892; 474,407, 474,408, May 10, 1892; 475,001, 474,858, May 17, 1892; 475,417, May 24, 1892; 476,303, 476,307, June 7, 1892; 479,142, July 19, 1892; 480,415, Aug. 9, 1892; 480,741, Aug. 16, 1892; 528,805, Nov. 6, 1894; 531,644, 531,645, Jan. 1, 1895. Raymond & Wheeler, 280,861, July 10, 1883. G. T. Demary, 320,050, June 16, 1885; 321,696, July 7, 1885; 342,501, May 25, 1886; 343,703, June 15, 1886; 474,335, May 3, 1892. Towns & Raymond, 346,137, July 27, 1886. J. B. Gardiner, 354,125, Dec. 4, 1886; 360,580, April 5, 1887. J. W. Soule, 368,248, April 16, 1887. C. C. Small, 375,209, Dec. 20, 1887; 376,049, Jan. 3, 1888; 413,973, Oct. 29, 1889; 461,853, Oct. 27, 1891; 467,242, Jan 19, 1892. E. E. Orr, 375,458, Dec. 27, 1887. J. R. Prouty, 383,907, 383,908, 383,909, June 5, 1888; 515,175, Nov. 12, 1889. James W. Carver, 401,131, April 9, 1889. Benjamin & Simmons, 503,895, Aug. 22, 1893. S. A. Krewson, 514,852, Feb. 13, 1894; and also are the owners of other inventions relating to machinery and devices for the manufacture of boots and shoes, and intend to secure Letters Patent therefor, some of which inventions, patented or to be patented, are embodied in the machines, or some of them, leased to the Lessee hereunder;

And whereas, the Lessee desires the right to use, under the terms of this lease and license, the hereinafter described machinery or devices belonging to the Lessors, and also any other improvements relating to the machinery hereby leased, which may hereafter be acquired by the Lessors, and attached by or with the permission of the Lessors to the machinery hereby leased or delivered to the Lessee, to be used in connection therewith, and also any other machines, machinery or devices made by or for the Lessors, which may hereafter come into the possession of the Lessee;

Now, therefore, the Lessors, in consideration of one dollar paid by the Lessee, the receipt whereof is hereby acknowledged, and of the covenants and agreements of the Lessee hereinafter contained, do hereby lease unto the Lessee (provided the Lessee keeps and observes the covenants and conditions of this agreement) the machinery or devices described by name and number or numbers,

following, and all other machines and machinery made by or for the lessors which may hereafter come into the possession of the lessees with the written consent of the lessors and which are not the subject of another lease between the parties hereto : —

McKay Pricking Machine

McKay Heel Compressing and Loading Machine

Fisher Compressing Machine

Bresnahan Compressing Machine

Heel Trimming and Randing Machine ,

Heel Trimming and Randing (including Grinding) Machine ,

No. 2 Automatic Heel Nailing and Trimming Machine ,

Rapid Nailing Machine

Union Heel Trimmer ,

Spring Heel Trimmer ,

1 American Lightning Nailing Machine No. 571

American Compressing Machine

Columbia Compressing Machine ,

Automatic Heel Loading and Compressing Machine

Improved National Nailing Machine

Columbia Nailing Machine ,

Automatic Spring-heel Nailing Machine

Standard Automatic Nailing Machine ,

Standard Automatic Nailing Machine , without Pricking Attachment ,

Standard Automatic Loading or Compressing and Loading Women's Work Machine ,

And the Lessors do hereby license the Lessee to use such machines and devices, and any patented parts, mechanisms or devices connected therewith or relating thereto, whether on said machinery when the same is received, or which may be added thereto by the Lessors, and including such machines, devices and machinery as may hereafter come into the possession of the Lessee with the written consent of the Lessors, under the aforementioned patents or any patents, reissues of patents or renewals, which may hereafter be owned or acquired by the Lessors ; the term of said license to be the full term of this lease ; but this lease is made and this

license is granted, on the express condition that the Lessee shall faithfully keep and observe each and all of the conditions and agreements herein contained, on his part to be kept and observed; and that upon a breach of the same or either of them by the Lessee, the Lessors may, at their option, cancel and terminate this lease and license, and upon written notice thereof by the Lessors to the Lessee, or to any one in the possession or apparent control of the machines, devices or machinery, this lease and license shall terminate, and the possession of, and the full right to and control of the said machines, devices and machinery shall thereupon revert in the Lessors.

The word "machinery" as hereinafter used shall be construed as designating any and all machines, devices, tools and machinery held by the Lessee under this lease and license whether now or hereafter delivered to or in the possession of the Lessee, and the covenants and conditions of this lease shall apply to all such machines, devices, tools and machinery.

And the following are agreed to as terms and conditions of the lease and license of the machines, devices, tools and machinery which the Lessee is hereby licensed to use; all of which together with those hereinbefore expressed, the Lessee agrees to keep and perform.

First. The Lessee is by this lease and license authorized to use the "machinery", hereby leased only by himself or operatives in his direct employ and only at his factory, situate at *Columbus Ohio*

He shall not add to the "machinery," nor subtract therefrom any part, mechanism or device whatsoever now or hereafter forming a part thereof or connected therewith by the Lessors; nor make, nor allow to be made any change or alteration in the said "machinery," without the consent in writing of the Lessors, nor interfere with the proper operation of the same or any mechanism forming a part thereof or attached thereto; nor remove nor deface any dates, numbers, or inscriptions, now or hereafter impressed thereon or affixed thereto by the Lessors; and shall at all times and at his own expense keep the "machinery" in good and efficient working order and condition.

And the Lessee further agrees that he will purchase from the Lessors exclusively at the regular prices from time to time established by the Lessors, all the spare parts, forms, plates, knives, moulds, extras, devices and mechanism of every sort and kind needed or used by him in repairing, renewing, changing the styles, form of nailing, or in operating the "machinery" hereby leased.

Second. The Lessors and their agents may at all reasonable times have convenient access to the "machinery," covered by this lease to examine and inspect the same and the use thereof, and to repair and improve or add to the same so far as they may see fit; but they shall not be bound to make any repairs or improvements and the covenants, stipulations, conditions and terms of this lease shall apply to all improvements which the Lessors shall hereafter add to the same and to any patents which have been or may be issued thereon with the same effect as if the patents were included in this lease and license with the Letters Patent already referred to.

Third. The lessee agrees to pay unto the Lessors on the fifteenth day of each month, as rent or royalty for the machinery hereby leased, the sum of one half cent for each and every pair of boot or shoe heels manufactured wholly or in part by the aid or use of any of the machines or machinery hereby leased, said rent or royalty to be paid each month for all boot or shoe heels made during the preceding calendar month, and it is hereby agreed between the parties hereto that said rental or royalty at one half cent per pair is a just, fair and correct value to the Lessee of the use of said machinery, and that the abated royalty hereinafter named is not the true value of the lease and license hereby granted, but is a concession and abatement of such value for and in consideration of the conditions thereto attached; and all agreements herein shall extend to all boot or shoe heels made by or for the Lessee; provided, however, that in all cases where the Lessee shall pay the Lessors on or before the fifteenth day of each month, as an abated royalty, the sum of one quarter of a cent per pair for each and every pair of heels made during the preceding calendar month, said payment so made shall be full payment and satisfaction of said rent or royalty. And it is agreed that in default of the payment of said abated royalty,

when due, as aforesaid, the Lessee's right to an abatement of the full royalty of one half cent per pair shall thereby be forfeited, and full royalty shall be due for the same, not as penalty, but as a liquidated, fixed and settled rental and license fee for the use of said machines or machinery.

And, as the machines leased hereby are supplied to the Lessee without cash payment covering the cost of manufacture, the Lessee hereby guarantees that, during the continuation of this lease, the abated rent and royalty due and actually paid over to the Lessors under the terms hereof shall not in and for any period of three months be less than 25 dollars. But it is agreed that if, at any time during the continuance of this lease, the Lessee shall pay to the Lessors a sum equal to the amount of insurance hereinafter named, the Lessee shall, provided he has not violated any of the terms of this lease, be freed from his guarantee to pay more than the rent and royalty hereinbefore stipulated for each pair of boot or shoe heels manufactured as aforesaid, all the other terms and conditions of this lease remaining in force as before. And the Lessee cannot avail himself of the provision set forth in this paragraph for anything less than all the machines hereby leased; and he shall not be allowed any diminution of the sum to be paid because of the wear and tear or destruction of any of the machinery hereby leased.

Fourth. It is understood that the Lessors may at any time attach to said "machinery" or any part thereof an indicator, for the purpose of registering the number of boots or shoes in the manufacture of which said "machinery" is utilized, or the number of revolutions or movements of the same or any thereof; and the Lessee agrees that in case an indicator shall be attached to said "machinery" or any part thereof by the Lessors, it shall not be disturbed or interfered with by any person, and that prompt notice will be given to said Lessors in case the same shall be disturbed or inaccurate or out of repair. And the Lessee agrees to keep a full and accurate account independently of any indicators that may be placed upon the "machinery" of all boots and shoes in the manufacture of which said "machinery" is used; and the Lessee further agrees to

require each of its operators upon the "machinery" hereby leased to keep upon blanks or blank books to be furnished by the Lessors, accurate daily records of the number of pairs of boots or shoes in the making of which said "machinery" shall have been used, and to require his operator to furnish any further information called for by said blanks or blank books and to sign such daily records and to deliver them to the Lessee; and the Lessee agrees to send to the office of the Lessors on or before the fifteenth day of each month, the original records for the preceding calendar month kept by his operators as above provided for. And the Lessee agrees to allow the Lessors or their agents to have access at all times to said records kept by his operators and to all accounts kept by him, of the shoes prepared or manufactured by him.

Fifth. The Lessee hereby agrees as an essential part of the consideration for this lease and license, that he will not in any way violate or infringe or contest the validity of any of the patents hereinbefore referred to as belonging to the Lessors or which may now or hereafter be owned by the Lessors, or any reissue or extension of the same, or the title of the Lessors to said patents or any of them.

Sixth. The "machinery" held under this lease cannot be transferred, and this lease and license is not assignable by the Lessee by his own act or by operation of law. The Lessee agrees at his own expense to pay all taxes levied on said "machinery" or on account of this lease and to insure against loss by fire and to keep so insured the "machinery" held by him at any time under this lease in a sum total equal to *Two Hundred and fifty* dollars, and in case of loss or damage, the Lessee agrees to pay the full amount of the insurance to the Lessors.

Seventh. The power conveyed by this lease and license is only the right to use the said "machinery" and not the right to make or sell any "machinery" embodying the inventions of any of the patents aforesaid or any patent hereafter owned by the Lessors. And a removal of the "machinery" or any portion thereof from the factory of the Lessee can only be made with the written consent of the Lessors, and on conditions satisfactory to the Lessors; and if

the Lessee is or becomes at any time insolvent or bankrupt, or if a sale, transfer, removal or lease of said "machinery" or any portion thereof shall be made or attempted without the written consent of the Lessors, then this lease and license and all rights of the Lessee thereunder shall forthwith, at the option of the Lessors, cease and determine, and the possession of said "machinery" shall revert in the Lessors, and they may take possession of the same without the Lessee having any claim against the Lessors.

Eighth. This lease and license shall, unless cancelled by agreement of the parties hereto, continue, provided the Lessee faithfully keeps and performs the terms and conditions hereof, for seventeen years from the date hereof, and for such further time as may be covered by the term of any Letters Patent now or hereafter owned by the Lessors, and any inventions of which are contained in any of the "machinery" hereby leased or which shall be added to or embodied in said "machinery" or used in connection therewith. But inasmuch as the "machinery" has been delivered by the Lessors to the Lessee without any charge or payment representing its cost (excepting such payments as have been made on account of moulds, dies, forms, clamps, lasts, and other parts or devices used in connection with said "machinery"), it is understood and agreed that the Lessors may at any time, in case the Lessee refuses or neglects to perform or violates any of the conditions of this lease and license, or provides himself with any other machine to do any part of the work which any of said Lessors' machines are capable of doing, terminate this lease upon giving written notice to the Lessee of their election so to do. And immediately upon such notice, this lease and license and all the rights of the Lessee thereunder shall be terminated and the title to and right of possession of said "machinery" and all said moulds, dies, forms, clamps, lasts and other parts or devices used in connection with said "machinery" shall at once vest in the Lessors free and discharged of this lease and license. And the Lessee agrees forthwith to deliver the "machinery" hereby leased and licensed, together with all moulds, dies, forms, clamps, lasts, and other parts or devices used in connection therewith to the Lessors, and to pay to the Lessors the sum of fifty

dollars for each individual machine then leased to the Lessee, and to pay in addition the expense of transporting the "machinery" to such place of business of the Lessors as the Lessors shall direct, and without prejudice to any other legal rights or remedies for violation of contract, use of "machinery" without right, or use of patents without license, which the Lessors may have; and the Lessors or their agents may forthwith enter the premises where said "machinery" or any part of it may be, and may take and remove the same, including all said moulds, dies, forms, clamps, lasts and other parts or devices used in connection therewith, and the Lessee shall have no claim whatever against the Lessors under this lease or otherwise.

In case this lease shall run for its full term, then immediately upon its expiration the Lessee shall deliver to the Lessors the "machinery" hereby leased, together with all moulds, dies, forms, clamps, lasts and other parts or devices used in connection with said "machinery", and the Lessee shall have no claim whatever to said "machinery" or to a continuation of his possession or use thereof.

Ninth. In case any other machines, devices, or machinery than those now hereby leased and licensed, embracing or to be used in connection with the inventions of any of the Letters Patent under which a license is hereby granted, or any other patents under which the Lessee may hereafter become licensed by the terms of this agreement, shall hereafter come into the possession of the Lessee without a written lease or license from the Lessors, then, in case the Lessors shall so elect, all the covenants and agreements herein contained, including the obligation to pay a monthly rental or royalty, shall apply to the same and shall govern the parties respectively to the same extent as if the same had been expressly included in this lease and license. The Lessors may write the numbers of any such "machinery" as shall hereafter come into the possession of the Lessors into this lease after the same is executed.

Tenth. All the rights and interests which under this agreement and by reason of the ownership of said "machinery" and patents and patent rights belong to the Lessors shall be deemed to belong

to and may be enforced in their name or otherwise by the Lessors' successors and assigns and their representatives and assigns. All of the stipulations and agreements binding on the Lessee shall be binding on his or their representatives and assigns.

Eleventh. It is agreed that this instrument may be used for Lessees of the female sex or for corporations, and that in that case the masculine pronoun denoting the Lessee shall, whenever it occurs, be instead of and indicate the feminine, or neuter, as the case may be; and also that this instrument may be used in cases where the Lessee shall consist of more than one person, and in that case the termination of the words relating to the Lessees shall be considered as plural or singular, as the sense may require; and that when the Lessees so consist of several persons and they sign this lease either individually or by the firm signature, such signature or signatures shall bind them both jointly and severally to the terms and agreements herein contained.

In Witness Whereof, the parties aforesaid have hereunto set their hands and seals and to another instrument of even date and like tenor, the principal Trustee being authorized to sign for himself and his associate trustee, and to do all acts hereunder, and said Lessee or Lessees under this agreement binding itself, himself, or themselves to all the foregoing agreements, both jointly and severally.

JAMES W. BROOKS

Principal Trustee.

J. Brooks, Atty. [SEAL]

Signatures of Lessees.

G. EDWIN SMITH [SEAL]

[Endorsed:]

No. 1780 G. Edwin Smith

PLAINTIFF'S EXHIBIT 12.

[Put in Evidence, page 329.]

License and Lease No. 3447.

Transfer from Lease No.

This Lease and Agreement, made the *twenty-fifth* day of *September* A. D. 1897, by and between James W. Brooks, principal trustee, and Frank F. Stanley, associate trustee for the McKay Metallic Fastening Association, Lessors and parties of the first part, and *Gordon, Kiley Company, a corporation doing business in East Weymouth, Massachusetts*, Lessee and party of the second part witnesseth :

Whereas, the Lessors now are the owners of the following Letters Patent of the United States, viz: No. 147,430, E. P. Richardson, Feb. 10, 1874; No. 149,007, C. Tyson, Mar. 24, 1874; No. 149,008, C. Tyson, Mar. 24, 1874; No. 149,009, C. Tyson, Mar. 24, 1874; No. 149,010, C. Tyson, Mar. 24, 1874; No. 152,686, E. P. Richardson, June 30, 1874; No. 152,847, Knowlton & Shepherd, July 7, 1874; No. 154,129, H. Dunham, Aug. 18, 1874; No. 155,349, A. Van Wagenen, Sept. 22, 1874, No. 155,962, (re-issue 7014), McKay & Fairfield, Oct. 13, 1874; No. 157,929, E. P. Richardson, Dec. 22, 1874; No. 158,107, McKay & Fairfield, Dec. 22, 1874; No. 158,763, W. S. Watson, Jan. 12, 1875; No. 159,015, Blake & McKay, Jan. 26, 1875; No. 161,280, W. A. Rogers, Mar. 23, 1875; No. 161,842, A. Van Wagenen, April 6, 1875; No. 162,087, G. McKay, April 13, 1875; No. 162,643, L. Goddu, April 27, 1875; No. 164,474, L. Goddu, May 18, 1875; No. 163,475, L. Goddu, May 18, 1875; No. 163,476, L. Goddu, May 18, 1875; No. 163,477, L. Goddu, May 18, 1875; No. 164,345, C. Tyson, June 8, 1875; No. 165,470, L. R. Blake, July 13, 1875; No. 166,659, A. Van Wagenen, Aug. 10, 1875; No. 166,661, A. Van Wagenen, Aug. 10, 1875; No. 166,662, A. Van Wagenen, Aug. 10, 1875; No. 166,663, A. Van Wagenen, Aug. 10, 1875; No. 167,349, G. McKay, Aug. 31, 1875; No. 167,523, L. Goddu, Sept. 5, 1875; No. 167,760, L. Goddu, Sept. 14, 1875; No. 168,478, L. Goddu, Oct. 5, 1875; No. 169,062, F. O. Tobey,

Oct. 19, 1875; No. 169,257, L. Goddu, Oct. 26, 1875; No. 169,-429, W. Fitzgerald, Nov. 2, 1875; No. 169,463, McKay & Fairfield, Nov. 2, 1875; No. 170,085, S. Harris, Nov. 16, 1875; No. 171,300, McKay & Fairfield, Dec. 21, 1875; No. 171,609, (reissue 9315), L. Goddu, Dec. 28, 1875; No. 171,610, (reissue 7033), L. Goddu, Dec. 28, 1875; No. 172,658, E. P. Richardson, Jan. 25, 1876; No. 173,415, McKay & Fairfield, Feb. 15, 1876; No. 177,264, G. McKay, May 9, 1876; No. 178,768, S. Harris, June 13, 1876; No. 180,146, G. McKay, July 25, 1876; No. 182,434, L. Goddu, Sept. 19, 1876; No. 182,495, C. H. Trask, Sept. 19, 1876; No. 184,281, H. Dunham, Nov. 14, 1876; No. 188,354, L. Goddu, March 13, 1877; No. 188,355, L. Goddu, Mar. 13, 1877; No. 188,810, G. McKay, March 27, 1877; No. 188,874, H. Dunham, March 27, 1877; No. 190,575, L. Goddu, May 8, 1877; No. 191,874, G. McKay, June 12, 1877; No. 193,965, Kimball & Merriitt, Aug. 7, 1877; No. 195,022, J. E. Kimball, Sept. 11, 1877; No. 196,179, J. Ashworth, Oct. 16, 1877; No. 198,103, L. Goddu, Dec. 11, 1877; No. 206,688, E. F. Richardson, Aug. 6, 1878; No. 207,956, H. Dunham, Sept. 10, 1878; No. 213,938, E. F. Richardson, April 1, 1879; No. 215,116, L. Goddu, May 6, 1879; No. 215,117, (reissue 9299), L. Goddu, May 6, 1879; No. 216,299, A. J. Wilbur, June 10, 1879; No. 216,789, L. Goddu, June 24, 1879; No. 217,324, L. R. Blake, July 8, 1879; No. 217,868, L. Goddu, July 29, 1879; No. 226,062, L. Goddu, March 30, 1880; No. 240,119, L. Goddu, April 12, 1881; No. 242,188, Wm. H. Cuff, May 31, 1881; No. 242,-277, Wm. H. Cuff, May 31, 1881; No. 244,046, L. Goddu, July 12, 1881; No. 250,723, L. Goddu, Dec. 13, 1881; No. 260,-141, A. Van Wagenen, June 27, 1882; No. 260,142, A. Van Wagenen, June 27, 1882; No. 260,715, A. Van Wagenen, July 4, 1882; No. 261,931, J. E. Kimball, Aug. 1, 1882; No. 262,287, L. Goddu, Aug. 8, 1882; No. 263,657, L. Goddu, Aug. 29, 1882; No. 265,227, L. Goddu, Sept. 26, 1882; No. 269,279, L. Goddu, Dec. 19, 1882; No. 287,375, L. Goddu, Oct. 23, 1883; No. 288,-421, L. Goddu, Nov. 13, 1883; No. 288,422, L. Goddu, Nov. 13, 1883; No. 288,423, L. Goddu, Nov. 13, 1883; No. 288,424, L.

Goddu, Nov. 13, 1883; No. 288,425, L. Goddu, Nov. 13, 1883; No. 289,103, W. P. Hopkins, Nov. 27, 1883; No. 301,114, L. Goddu, July 1, 1884; No. 310,816, L. Goddu, Jan. 13, 1885; No. 310,817, L. Goddu, Jan. 13, 1885; No. 329,031, H. P. Fairfield, Oct. 27, 1885; No. 329,449, L. Goddu, Nov. 3, 1885; No. 331,926, A. Van Wagenen, Dec. 8, 1885; No. 351,372, L. Goddu, Oct. 26, 1886; No. 356,107, H. Dunham, Jan. 18, 1887; No. 360,-428, L. Goddu, April 5, 1887; No. 360,585, L. Goddu, April 5, 1887; No. 370,135, L. Goddu, Sept. 20, 1887; No. 370,136, L. Goddu, Sept. 20, 1887; No. 374,549, H. F. Murray, Dec. 6, 1877; No. 383,455, L. Goddu, May 29, 1888; No. 385,801, L. Goddu, July 10, 1888; No. 385,802, L. Goddu, July 10, 1888; No. 388,-128, L. Goddu, Aug. 21, 1888; No. 398,606, L. Goddu, Feb. 26, 1889; No. 402,014, L. Goddu, April 23, 1889; No. 403,835, L. Goddu, May 21, 1889; No. 440,805, L. Goddu, Nov. 18, 1890; No. 456,113, L. Goddu, July 14, 1891; No. 478,055, L. Goddu, June 28, 1892; No. 478,056, L. Goddu, June 28, 1892; No. 490,-621; L. Goddu, Jan. 24, 1893; No. 490,622, L. Goddu, Jan. 24, 1893; No. 490,623, L. Goddu, Jan. 24, 1893; No. 490,624, L. Goddu, Jan. 24, 1893; No. 490,625, L. Goddu, Jan. 24, 1893.

And whereas the Lessee desires to use the hereinafter described machines belonging to the Lessor, —

Now, therefore, the Lessors, in consideration of one dollar to them paid by the Lessee, the receipt whereof is hereby acknowledged, and of the stipulations and conditions hereinafter contained on the part of the Lessee to be kept and performed, do lease unto the Lessee the machines designated by their numbers in the following schedule, the said machines embodying the foregoing named patents, or some of them : —

Standard Screw Machine, No.

Cable Wire Machine, No.

Cable Wire Tacking Machine, No.

String Nail Tacking Machine, No.

Taper Nail Tacking Machine, No.

Loose Nail Tacking Machine, No.

Corrugated Wire Machine, No.

Taper Nail Attaching Machine, No.

Loose Nail Attaching Machine, No. 786.

Universal Slugging " " 422.

And all the machinery which the parties of the second part may hereafter order of the party of the first part, constructed according to the specifications and embodying the inventions contained in patents owned by said Trustees, applicable to said machines and machinery; and doth hereby license said parties of the second part to use said machines and machinery and also to embody and use therein any other patents, renewals and extensions thereof, which the said party of the first part may now have or may hereafter obtain, by assignment or otherwise, applicable to the said machines and machinery, for the term of the existence of said patents or of any of them, and for all renewals and extensions of them or any of them.

And the Lessors do hereby license the Lessee, and operatives in his employment, to use said patented machines, upon the terms and conditions herein set forth; provided, however, and this lease is made and this license is granted on the express Condition, that the Lessee shall faithfully keep and perform all the conditions and stipulations herein contained on his part to be kept and performed, and upon breach of the same, or either of them, by the Lessee, the Lessors may at their option, cancel and terminate this lease and license, and upon written notice thereof by the Lessors, or either of them, to the Lessee, or to any one in the possession or apparent control of the machine, this lease and license shall terminate, and possession of said machine shall thereupon revert in the Lessors.

And the following are also agreed to as terms and conditions of the lease and license of the machine which the Lessee is hereby licensed to use, all of which, together with those hereinbefore expressed, the Lessee hereby agrees to keep and perform:—

First. The Lessee is by this Lease and License authorized to use the machine hereby leased only by himself or operatives in his direct employ and only in *East Weymouth, Massachusetts*. He shall not add to nor subtract from the machine any mechanism whatever now or hereafter organized or connected therewith by the Lessors, nor

make nor allow to be made any change or alteration in the same, without the consent thereto in writing of the Lessors, nor interfere with the proper operation of the machine, nor any mechanism forming a part thereof, or attached thereto, nor remove nor deface any dates, numbers or inscriptions now or hereafter impressed thereon or affixed thereto by the Lessors, and shall at all times, at his own expense, keep and maintain the machine in as good and efficient working order as the same now is or may hereafter be put by the Lessors.

Second. The Lessors and their agents may at all reasonable times have convenient access to the machine, to examine and inspect the same and the use thereof, and to repair and improve the same so far as they may see fit; and the covenants, stipulations and conditions herein contained shall apply to all improvements which the Lessors shall hereafter add to the machine, and to all patents embodied therein, the right to use which shall be owned by the Lessors (so long as the Lessee shall use said improvements), with the same effect as if said patents were included in the list herein set forth.

Third. The Lessee agrees to pay unto the Lessors, as rent for the machine hereby leased, and for the use of the patents hereby licensed, the sum of ten cents for each and every pair of boots or shoes made by the aid of said machines or any of them, and by the use of said patents or any of them, or in the making of which any of said patents shall be used, and this agreement and responsibility, and all others in this lease contained, shall extend to and in respect of all shoes made or channelled by the aid of said machine, or on which it shall be used, although they should be made for persons other than the Lessee, or by persons other than him; and it is hereby agreed that for each and every pair of boots and shoes made by the aid of the machine hereby leased, or made or sold by or for the Lessee by the use of the patents hereby licensed, or any of them which shall not have been united by material purchased as hereinafter set forth, the Lessee shall pay to the Lessors the sum of ten cents as liquidated, fixed and settled damages, provided, however, that in all cases when the Lessee shall purchase of the

Lessors, paying therefor in cash, on delivery, the material to be used in the machine for fastening together the shoes or other work to be united, which is to be bought at prices much in excess of the cost to the Lessors, with the intent that such excess shall be the rent and license fee hereunder, such purchase and use of the uniting material shall be full payment and satisfaction of the rent for the use of said machine and of the license for the use of the patents for such boots or shoes as shall be united with the material so purchased and used; and it is agreed between the parties hereto that the price of said uniting material shall be fixed by the Lessors from time to time, and shall for all machines to be licensed by the trustees of this Association be the same for the same kind of material to be used in the same kind of machine, to all licensees in the United States, as for all like machines acquired from the Lessors.

And it is hereby agreed that for each and every pair of boots and shoes made by the aid of the machine hereby leased, or made by or for the Lessee or by the use of the patents hereby licensed, or any of them, which shall not have been united by the aforesaid material purchased of the Lessors or their agent, the Lessee shall pay to the Lessors the sum of ten cents as liquidated, fixed and settled damages.

Fourth. The Lessee hereby agrees that he will not in any way violate or infringe or contest the validity of any of the patents, or any reissue or extension of the same, which he is hereby licensed to use, or the sufficiency of their specifications, or the validity of the title of the Lessors to said patents or any of them, and expressly admits the validity and sufficiency thereof.

Fifth. The machine cannot be transferred, and this lease and license is not assignable by the Lessee, by his own act or by operation of law.

Sixth. The power conveyed by this lease and license is only the right to use the said specific machine, and not the right to make or sell any machine embodying the patents aforesaid, or any of them, and a transfer or removal of the machine hereby leased can only be made with the written consent of the Lessors; and if the Lessee is or becomes at any time insolvent or bankrupt, or if a sale, lease,

transfer or removal of said machine shall be made or attempted by the Lessee, or by operation of law, or by any legal officer, representative or assignee, as the property of the Lessee, without the written consent of the Lessors, this lease and license shall thereupon terminate and expire, and the possession of said machine shall thereupon revert in the Lessors, and they may take possession of said machine without the Lessee's having any claim for the repayment of any part of the sum or sums which he may have paid as consideration for the delivery of this lease and license, or for rent or license under this instrument; provided, however, that at any time before the Lessors shall have given a notice to terminate this lease and license as herein provided, the Lessee may deliver and surrender any or all of the machines received from the Lessors into the actual possession of the agent of the Association, at Winchester, Mass., or in such other place as the agent may direct, and in a form to be prescribed by the Lessors, relinquish all his rights hereunder, and pay all that may be due to the Lessors under this lease and license; and thereupon the agent shall then put the machine in thorough repair, and lease the machine to such applicant (if any shall apply) as he may deem a suitable person to receive a lease, collecting from him for delivery of possession under such lease such sum as in his opinion shall be just and proper, all of which sum, less the cost of repairs and other expenses actually incurred, to be made up and determined by such agent, shall be accounted for to the Lessee. The Lessee shall, on sending the machine to the agent aforesaid, sign and forward to the Lessors a request to have the machine thus re-leased, and a relinquishment of all his rights and claims on the machine under this lease, except to the avails of the re-leasing as aforesaid, in a form satisfactory to the Lessors.

Seventh. In case any machine hereby leased shall remain unused for the period of six consecutive months, the Lessor may, at any time thereafter, while it remains unused, cancel this lease by written notice so far as relates to said unused machine, but in case of such cancellation the Lessors shall thereafter pay the Lessee the price originally paid for the possession and lease, less the reason-

able cost of putting the machine in good repair, the deterioration of the machine by use or otherwise, and other expenses in reference to the same.

Eighth. In case the Lessee refuses or neglects to perform, or violates any of the conditions of this lease and license, the Lessors shall have the right to terminate this lease and license by giving written notice as aforesaid that they have elected so to do; and upon the giving of such notice this lease and license shall be terminated, and the title and possession of said machine shall thereupon revert in the Lessors, free and discharged of this lease and license; upon the termination of this lease and license by lapse of time, cancellation, breach of condition or otherwise, it shall be the duty of the Lessee forthwith to deliver the machine hereby leased and licensed to the Lessors in good condition, reasonable wear and tear excepted; and upon such termination and without prejudice to any other legal rights or remedies for violation of contract, use of machine without right or use of patents without license, the Lessors or their agents may thereupon enter the premises where said machine may be, and may take and remove the same, and the Lessee shall have no claim whatever on account of any sum or sums he may have paid for or under this lease or license.

Ninth. This lease and license shall continue (provided the Lessee complies with the terms and conditions thereof) until the expiration of all the Letters Patent which the Lessee is hereunder licensed to use, or any extensions or renewals of the same; and upon the expiration thereof the Lessee shall deliver to the Lessors the machine hereby leased in good order, natural wear and tear alone excepted; and the Lessee shall thereupon, if he has kept all the conditions of this lease, have the right to purchase said machine for the sum of one dollar.

Tenth. In case any other machines than those now hereby leased and licensed, embracing any of the patents hereby licensed, shall hereafter come into the possession of the Lessee without a written lease or license from the Lessors, then, in case the Lessors shall so elect, all the covenants herein contained shall apply to such machines, and shall govern the parties respectively to the same

extent as if the said machines had been expressly included in this lease and license. The Lessors, or one of them, shall give written notice of their election as aforesaid within thirty days after he shall have received written notice from the Lessee of the possession of such machines, but he may give such notice without having received notice from the Lessee of the possession of such machines.

Eleventh. The Lessee agrees that he will allow the Lessors or their agents, at any time hereafter, to attach an indicator or counter to any machine embracing any of the patents hereby licensed, which now is or may hereafter come into the possession of the Lessee, for the purpose of recording the number of revolutions of the cam-shaft of said machine or of indicating the quantity of uniting material used, and to examine, modify, repair or replace said indicator; and that he, the Lessee, will not disturb or interfere with, nor permit any one else to disturb or interfere with, any indicator which now is or which may be hereafter placed upon a machine as aforesaid.

Twelfth. All the rights and interests which under this instrument and by reason of the ownership of said machines and patents and patent rights belonging to the Lessors shall be deemed to belong to and may be enforced in his or their own names or otherwise by the Lessors' successors in trust, and his and their representatives and assigns, and all the stipulations binding on the Lessee shall be binding on his or their representatives.


Thirteenth. It is agreed that this instrument may be used for Lessees of the female sex, and in that case the masculine pronoun denoting the Lessee shall, whenever it occurs, be instead of and indicate the feminine; and also that this instrument may be used in cases where the party of the second part shall consist of more than one person, and in that case the termination of the words relating to the said party shall be considered as plural or singular, as the sense may require; and that when the party of the second part so consists of several persons, and they sign this lease, either individually or by their firm signature, such signature or signatures shall bind them both jointly or severally to the terms and agreements herein contained; and also that the numbers of the machines named in or covered by this lease may be entered herein by the

Lessors after signing; and that as this instrument is designed and intended for use between the parties hereto, in case the Lessee shall have more than one machine, it is agreed that the termination of words relating to the machines shall be construed and considered as written in the singular or plural, as the number of machines entered in the lease and license may require.

In witness whereof, the parties aforesaid have hereunto put their hands and seals, the principal Trustee being authorized to sign for himself and his associate and for both, to do all acts hereunder, the said parties of the second part binding themselves to all the foregoing agreements, both jointly and severally.

JAMES W. BROOKS, [SEAL]
Principal Trustee.

GORDON-KILEY COMPANY [SEAL]
By W. H. Gordon, Pres.

Please sign individual names opposite 

[RIDER ATTACHED TO PLAINTIFF'S EXHIBIT 12.]

Addition to and Modification of Lease and License No. 3447, dated *September 25th*, 1897, from the Trustees of the McKay Metallic Fastening Association to *Gordon, Kiley Company, a corporation doing business in East Weymouth, Massachusetts.*

Inasmuch as the lessors have furnished to the lessee, without charge or payment representing its cost, the machinery which the lessee is to use under said lease and upon payment of the royalties therein specified, said machinery remains the absolute property of the lessors who have the right to remove it and also to terminate the lease and license whenever the lessee shall provide himself with any other machine to do any part of the work which said lessors' machines are, in the lessors' opinion, capable of doing or whenever, for a period of three consecutive months, the lessee shall have purchased and paid for, according to the terms of the lease, less than one hundred pounds of the fastening material required for each machine, or whenever the lessee shall alter any of said machines or machinery without consent of the lessor or shall use for repair or

replacement of any portion thereof duplicate parts obtained from any one except the lessor. The lessee agrees to pay the expense of transporting the machinery from and returning it to the lessors' shop and also the expense of repairing the same and any taxes that may be assessed thereon and further agrees to fully insure and keep insured all machines at any time held by him under this lease and license, each for the value in the following schedule named, and, in case of loss, to pay the full amount thereof to the lessor.

Insurance to be made on machines at the values named herewith.

Rapid Standard Machines . . .	\$400.00 each.
Old Style Standard Machines . . .	350.00 each.
Loose Nail Attaching Machines . . .	250.00 each.
Slugging Machines . . .	250.00 each.
Universal Nailing Machines . . .	250.00 each.
Tacking-on Machines . . .	75.00 each.

Agreed to

JAMES W. BROOKS, [SEAL]
Principal Trustee.

GORDON-KILEY COMPANY, Lessees. [SEAL]
By W. H. Gordon, Pres.

PLAINTIFF'S EXHIBIT 13.

[Put in Evidence, page 330.]

Lease and License, No.

This Lease and Agreement made this day of A.D. by and between the Davey Pegging Machine Company, a corporation existing under the laws of Maine, Lessor, and Lessee: Witnesseth:

Whereas, the Lessor is owner of the following-described Letters Patent of the United States, viz. : —

- No. 414501, November 5, 1889, to John F. Davey,
- No. 504311, August 29, 1893, to John F. Davey,
- No. 555434, February 25, 1896, to John F. Davey,
- No. 559532, May 5, 1896, to William W. Kelly,
- No. 581066, April 20, 1897, to J. F. Davey and S. W. Ladd,

and others, for improvements in pegging machines and of the inventions shown and described therein, and also is the owner of several other inventions relating to pegging machines, or to be used in connection therewith, and is constantly endeavoring to make improvements on such machines, and devices to be used therewith, and intends to secure Letters Patent therefor ;

And whereas, the Lessee desires the right to use under the terms of this lease and license the hereinafter-described pegging machine or machines belonging to the Lessor, and embodying or to be used in connection with the inventions of the above-mentioned Letters Patent, and also any other patented improvements relating to the machine or machines hereby leased, and which may hereafter be acquired by the Lessor and attached to the machine or machines hereby leased or delivered to the Lessee to be used in connection therewith, and also any other machines, machinery or devices made by or for the Lessor, which may hereafter come into the possession of the Lessee.

Now, therefore, the Lessor, in consideration of one hundred dollars paid by the Lessee for each machine hereby leased, the receipt whereof is hereby acknowledged, and of the covenants and agreements of the Lessee hereinafter contained, does hereby lease unto the Lessee (provided the Lessee keeps and observes the covenants and conditions of this agreement) the pegging machine or machines, described by number or numbers, as follows, namely : —

of which numbers those numbered are delivered to the Lessee upon the execution of this lease, and also the Lessor does hereby lease all other machines, devices and machinery, made by or for the Lessor, which may hereafter come into the possession of the Lessee from or with the consent of the Lessor ; and the Lessor doth hereby license said Lessee and parties in his employ to use only in the manufacture of boots or shoes, said pegging machines, devices and machinery, and any parts, mechanism or devices connected therewith, or relating thereto, whether on said machines and machinery when the same are received, or which may be added thereto by the Lessor for and during the term of this lease, and

upon the terms and conditions herein contained, and provided, however, and this lease is made and this license is granted on the express condition that the Lessee shall faithfully keep and observe each and all of the conditions and agreements herein contained on his part to be kept and observed; and that upon a breach of the same, or either of them, by the Lessee, the Lessor may, at his option, cancel and terminate this lease and license, and upon written notice thereof by the Lessor to the Lessee, or to any one in the possession or apparent control of the said machines, devices or machinery, this lease and license shall terminate, and the possession of and the full right to and control of the said machines, devices and machinery shall thereupon revert in the Lessor.

The word "Machine," as hereinafter used shall be construed as designating any and all machines, devices and machinery held by the Lessee under this lease and license, whether now or hereafter delivered to the Lessee, and the covenants and conditions of this lease shall apply to all such devices, machines and machinery.

And the following are also agreed to as terms and conditions of the lease and license of the machines, devices and machinery which the Lessee is hereby licensed to use; all of which together with those hereinbefore expressed, the Lessee agrees to keep and perform: —

First. The Lessee is by this lease and license authorized to use the machine hereby leased only by himself or operatives in his direct employ, and only in his factory situate at

He shall not add to the machine nor subtract therefrom any mechanism whatever, now or hereafter, forming a part thereof or connected therewith by the Lessor; nor make nor allow to be made any change or alteration in the said machine without the consent, in writing, of the Lessor, nor interfere with the proper operation of the same, or any mechanism forming a part thereof or attached thereto; nor remove nor deface any dates, numbers or inscriptions now or hereafter impressed thereon or affixed thereto by the Lessor; and shall, at all times and at his own expense, keep the machine in as good and efficient working order as the same now is or may here-

after be put by the Lessor, and shall purchase of the Lessor all spare parts used in repairing the machine.

Second. The Lessor and his agents may, at all reasonable times, have convenient access to the machine covered by this lease to examine and inspect the same and the use thereof, and to repair and improve or add to the same, so far as they may see fit; but he shall not be bound to make any repairs or improvements, and the covenants, stipulations, conditions, and terms of this lease shall apply to all improvements which the Lessor shall hereafter add to the same, and to any patents which have or may be issued thereon, with the same effect as if the patents were included in this lease and license with the Letters Patent already referred to.

Third. The Lessee agrees to pay unto the Lessor, on the fifteenth day of each month, as rent or royalty for the machine hereby leased, the sum of two cents for each and every pair of boots or shoes, of any kind, pegged by the aid or use of said machine, or in the pegging or manufacture of which said machine is utilized, said rent or royalty above referred to to be paid on the fifteenth day of each month, for all boots or shoes in the making or manufacture of which said machine shall have been used during the preceding calendar month; and it is hereby agreed between the parties hereto that said rental or royalty, of two cents per pair of boots or shoes, is a just, fair, and correct value to the Lessee of the use of the machine hereby leased to the Lessee, and that the abated royalty of three-quarters cent per pair, hereinafter named, is not the true value of the license hereby granted, but is a concession and abatement of such value for and in consideration of the conditions thereto attached; and this agreement and responsibility, and all others in this lease contained, shall extend to and in respect of all boots or shoes pegged by the aid of said machine, or in the making or manufacture of which said machine shall have been used, whether made by the Lessee or by other persons for him; provided, however, that in all cases where the Lessee shall pay the Lessor, on or before the fifteenth day of each month, three-quarters cent per pair for each and every pair of boots or shoes, of any kind, pegged in whole or in part, by the aid or use of said machine, or in the manu-

facture of which said machine shall have been utilized, said payment so duly made, shall be full payment and satisfaction of the rent or royalty for the use of the patents for such boots and shoes in respect to which said payments shall have been so duly made. And it is agreed that, in the default of the payment of said royalty when due, that is, on or before the fifteenth day of each month, the Lessee's right to an abatement of the full royalty of two cents per pair, as herein provided, shall thereby be forfeited; and it is agreed that, for each and every pair of boots or shoes pegged by the aid of said machine, or in the manufacture of which said machine shall have been used, and in respect to which there shall not have been paid the abated rent or royalty, in accordance with the terms hereinbefore set forth, the Lessee shall pay to the Lessor the sum of two cents, as liquidated, fixed and settled damages. The Lessee hereby guarantees that the abated royalty, due and paid over to the Lessor under the terms herein, shall not be less than ten dollars for each machine, for each calendar month, and in case said abated royalty, in any month, shall be less than ten dollars for each machine, then the Lessee agrees to pay to the Lessor, at the time for the payment of the abated royalty, whatever additional sum may be necessary to bring the abated royalty for that month up to ten dollars for each machine.

Fourth. It is understood that the Lessor may, at any time, attach to said machine an indicator, for the purpose of registering the number of boots or shoes pegged upon said machine, or the number of revolutions or movements of said machine; and the Lessee agrees that in case an indicator shall be attached to said machine by the Lessor, it shall not be disturbed or interfered with by any person, and that prompt notice will be given to said Lessor in case the same shall be disturbed, or inaccurate, or out of repair. And the Lessee agrees to keep a full and accurate account, independently of any indicator that may be placed upon the machine, of all boots and shoes which shall be pegged upon said machine, or in the manufacture of which said machines shall have been used; and the Lessee further agrees to require each of its operators upon the machine hereby leased to keep, upon blanks to be furnished by the Lessor,

accurate accounts of the number of pairs of boots or shoes pegged by him each day upon said machine, or in the making of which said machine shall have been used, and to require his operator to sign such daily records, and deliver them daily to the Lessee, and such account shall be verified by the oath of the operator, if the Lessor shall so require, and the Lessee also agrees to send to the office of the Lessor, on or before the tenth day of each month, a written report for the preceding calendar month of the number of pairs of boots or shoes pegged upon or with the aid of said machine, or in the pegging of which said machine shall have been used, together with the records kept by his operators as above provided for. And the Lessee agrees to allow the Lessor or his agents to have access, at all times, to said records kept by his operators, and to the accounts kept by him of the shoes pegged or manufactured on the machines leased hereby.

Fifth. The Lessee hereby agrees that he will do all the pegging of boots and shoes manufactured by him upon the said machines of the Lessor which are leased hereby, and that in case he has too much work for the machines hereby leased, he will take from the Lessor, under this lease or a similar lease containing the same terms and provisions, sufficient additional machines to perform the work, which machines shall be in all respects subject to this lease and license as if at the date hereof delivered to the Lessor and named herein.

Sixth. The Lessee hereby agrees that he will not in any way violate or infringe or contest the validity of any of the patents hereinbefore referred to, or now or hereafter owned by the Lessor, or any reissue or extension of the same, or the title of the Lessor to said patents or any of them, and expressly admits the validity and sufficiency thereof, and that the claims are to be construed broadly.

Seventh. This machine cannot be transferred, and this lease and license is not assignable by the Lessee, by his own act or by operation of law. The Lessee agrees to insure and to keep insured each pegging machine held by him, at any time under this lease, in

the sum of \$200, and in case of loss or damage the Lessee agrees to pay the full amount of the insurance to the Lessor.

Eighth. The power conveyed by this lease and license is only the right to use the said machine, and not the right to make or sell any machine embodying the inventions of the patents aforesaid, or any patent hereafter owned by the Lessor. And a removal of the machine from the factory of the Lessee can only be made with the written consent of the Lessor, and on conditions satisfactory to the Lessor; and if the Lessee is or becomes at any time insolvent or bankrupt, or if a sale, transfer, or lease of said machine, devices or machinery shall be made or attempted without the written consent of the Lessor, then this lease and license, and all rights of the Lessee thereunder shall forthwith, at the option of the Lessor, cease and determine, and the possession of said machine shall revert in the Lessor, and he may take possession of the same without the Lessee having any claim against the Lessor.

Ninth. In case the Lessee refuses or neglects to perform or violates any of the conditions of this lease and license, the Lessor shall have the right to terminate this lease and license by giving written notice that he has elected so to do; and immediately upon such notice this lease and license and all the rights of the Lessee thereunder shall be terminated, and the possession of said machine shall thereupon revert in the Lessor, free and discharged of this lease and license. Upon the termination of this lease and license, by the non-performance or breach on the part of the Lessee of any condition or agreement to be kept or performed by the Lessee under the terms hereof, it shall be the duty of the Lessee forthwith to deliver the machine hereby leased and licensed to the Lessor, and to pay to the Lessor the sum of one hundred dollars for each machine hereby leased, and to pay in addition the expense of transporting the machine to such place of business of the Lessor as the Lessor shall direct, and without prejudice to any other legal rights or remedies for violation of contract, use of machine without right or use of patents without license; and the Lessor or his agents may forthwith enter the premises where said machine may be and may

take and remove the same, and the Lessee shall have no claim whatever against the Lessor.

Tenth. This lease and license shall continue, provided the Lessee faithfully keeps and performs the terms and conditions thereof, until the expiration of the Letters Patent above referred to, and until the expiration of any extensions or renewals thereof, and the expiration of any Letters Patent now or hereafter owned by the Lessor, any inventions of which shall be added to or embodied in said machines, or used in connection therewith.

In case this lease shall run for its full term, then immediately upon its expiration the Lessee shall deliver to the Lessor the machine hereby leased, and the Lessee shall have no claim whatever to said machine or to a continuation of his possession or use thereof.

Eleventh. In case any other machines, devices, or machinery than those now hereby leased and licensed, embracing or to be used in connection with the inventions of any of the Letters Patent under which a license is hereby granted, or any other patents under which the Lessee may hereafter become licensed by the terms of this agreement shall hereafter come into the possession of the Lessee without a written lease or license from the Lessor, then, in case the Lessor shall so elect, all the covenants and agreements herein contained, including the obligation to pay a monthly rental or royalty, shall apply to the same and shall govern the parties respectively to the same extent as if the same had been expressly included in this lease and license. The Lessor may write the numbers of any such machines as shall hereafter come into the possession of the Lessee into this lease, after the same is executed.

Twelfth. All the rights and interests which, under this agreement and by reason of the ownership of said machines and patents and patent rights, belong to the Lessor, shall be deemed to belong to, and may be enforced, in his name or otherwise, by the Lessor's successors and assigns, and its or their representatives and assigns. All of the stipulations and agreements binding on the Lessee shall be binding on his or their representatives and assigns.

Thirteenth. It is agreed that this instrument may be used for Lessees of the female sex, or for corporations, and that in that

case the masculine pronoun denoting the Lessee shall, whenever it occurs, be instead of and indicate the feminine, or neuter, as the case may be; and also that this instrument may be used in cases where the Lessee shall consist of more than one person, and in that case the pronouns and the termination of the words relating to the Lessees shall be considered as plural or singular, as the sense may require; and that when the Lessees so consist of several persons, and they sign this lease either individually or by the firm signature, such signature or signatures shall bind them both jointly and severally to the terms and agreements herein contained.

In Witness Whereof, the parties aforesaid have hereunto set their hands and seals and to another instrument of even date and like tenor, said Lessee or Lessees, under this agreement, binding itself, himself, or themselves to all the foregoing agreements, both jointly and severally.

PLAINTIFF'S EXHIBIT 14.

[Put in Evidence, page 333.]

Lasting Machine Department.

[Form 1200-300-1.]

Lease and License Number 761.

Consolidated Hand Method Machine.

This Lease and Agreement made at Boston, in the State of Massachusetts, this *fourteenth* day of *December* 1900, between the United Shoe Machinery Company, a corporation organized under the laws of the State of New Jersey, having an office in said Boston, hereinafter referred to as the lessor, of the one part, and *R. E. Larcom of Beverly* in the State of *Massachusetts*, hereinafter referred to as the lessee, of the other part:

Witnesseth, that the lessor, in consideration of the covenants and agreements on the part of the lessee herein contained, does hereby lease to and license the lessee under its patents to use

Consolidated Hand Method Lasting Machine No. 982, now or hereafter delivered to the lessee, and any duplicate parts, extras, mechanisms and devices relating thereto, or used in connection therewith, now attached to or delivered with the said

designated machine, or which may at any time hereafter be obtained from the lessor, or be added thereto with the consent of the lessor (which machine, together with all duplicate parts, extras, mechanisms and devices, held by the lessee under these presents, whether now or hereafter delivered to or in the possession of the lessee, is hereinafter referred to as the "leased machinery"), subject to the conditions hereinafter contained.

And that the following are agreed to as conditions of the lease and license of the leased machinery, all of which the lessee covenants and agrees to keep and perform:—

One. The leased machinery shall at all times remain and be the sole and exclusive property of the lessor, and the lessee shall have no right of property therein but only the right to use the same, upon the conditions herein contained. The leased machinery shall be used only by the lessee himself, or by operatives in his direct employ, and only in the factory now occupied by him at *Beverly* in the State of *Massachusetts*. The leased machinery shall not be transferred or delivered or sublet to any other person or corporation, and neither the lease nor the license hereby granted can be assigned by the lessee by his own act or by operation of law. If the lessee becomes insolvent or bankrupt, or has a receiving order made against him, or makes or executes any bill of sale, deed of trust or assignment for the benefit of his creditors, or if a sale or lease or removal of the leased machinery, or any part thereof, without the consent in writing of the lessor, be made or attempted, or if any distress or execution or attachment be levied thereon, then and in each such case this lease and license and any other lease or license then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, shall at the option of the lessor cease and determine, and the possession of and full right to and control of all the leased machinery, and any machinery held by the lessee under any other lease or license from the lessor, whether as the result of assignment to the lessor or otherwise, shall thereupon revert in the lessor free from all claims or demands whatsoever. The lessor and its agents and employees shall at all times be given access to the leased machinery for the

purpose of inspecting it or watching its use and operation, or of altering, repairing, improving, or adding to it, or determining the nature or extent of its use, and the lessee shall afford all reasonable facilities therefor.

Two. The lessee shall at all times and at his own expense keep the leased machinery in good and efficient working order and condition, and shall not permit anyone to injure or deface or remove any plate, or dates, numbers, or other inscriptions now or hereafter impressed on or affixed to the leased machinery by the lessor. The lessee shall obtain from the lessor exclusively, and shall pay therefor at the regular prices from time to time established by the lessor, all the duplicate parts, extras, mechanisms and devices of every kind needed or used in operating, repairing, or renewing the leased machinery, and the same shall form part of the leased machinery, and the lessee shall not otherwise make or allow to be made any addition, subtraction, or alteration to, from, or in the leased machinery without the consent in writing of the lessor, nor interfere with the proper operation of the same.

Three. The lessee shall pay all taxes and assessments which shall be levied in respect to the leased machinery, or in respect to this lease and license, or the right to payments hereunder upon whomsoever assessed.

Four. The lessee shall use the leased machinery to its full capacity on all boots, shoes, and other footwear made in his factory in the manufacture of which it can be used.

Five. The lessee shall pay to to the lessor immediately after the execution hereof as a lease premium the sum of *fifty* dollars, and the lessee shall also pay to the lessor on the last day of each calendar month as rent or royalty the sum of one (1) cent for each pair of boots, shoes or other footwear, or portions thereof, lasted or manufactured or prepared during the next preceding calendar month in any way, whether wholly or in part, by the aid of the leased machinery or any part thereof; **provided, however, that in all cases when the lessee shall pay to the lessor on or before the fifteenth day of the calendar month the rent or royalty due for the use of the leased machinery for the next preceding calendar**

month, the lessor will in consideration of such prompt payment grant a discount of fifty per cent from such rent or royalty due for such preceding calendar month. Seventy-two pairs of misses' and children's boots, shoes or other footwear shall be considered equivalent to sixty (60) pairs of other kinds. If, for any cause, the leased machinery shall not be in use for twelve (12) consecutive months to the extent of its earning for the lessor at the rental and royalty herein provided to be paid (less all abatements) an amount equal to or in excess of seventy-five dollars (\$75), then the lessor may, by paying to the lessee a sum equal to one-third ($\frac{1}{3}$) of the sum paid by him as the lease premium hereunder, cancel and terminate this lease and license, and this option and condition shall be independent of any other options and conditions in this lease and license contained.

Six. The lessor may attach to the leased machinery, or any thereof, an indicator or indicators to register the number of revolutions or movements of any part or parts thereof, and the lessee shall not allow any person (other than the lessor or its agents) to disturb or interfere with such indicator or indicators. In case any indicator thus attached shall from any cause cease to correctly indicate or register, or shall be disturbed or out of repair, or if the glass covering any such indicator shall be removed or broken or injured, then, and as often as the same shall happen, the lessee shall immediately, by writing, notify the lessor, and at the same time explain the circumstances under which the same has happened. In case any such indicator ceases to indicate, or becomes or remains inaccurate, or the glass covering becomes or remains removed, broken, or injured, because of any fault of the lessee or anyone in his employ, or because of the failure of the lessee to give promptly the notice hereinbefore provided for, then, without prejudice to any other rights of the lessor hereunder, the lessee shall pay the lessor as rent or royalty, without the right to any discount, the sum of one cent per pair for each pair of boots, shoes or other footwear, or portions thereof, in the manufacture of which the leased machinery or any part thereof shall have been used. The lessee shall keep full and accurate accounts, independently of any

indicators that may be placed upon the leased machinery, showing the number of boots, shoes, and other footwear, or portions thereof, in the manufacture of which the leased machinery or any part thereof shall have been used, and shall allow the lessor at all times, by its agents or attorneys, to examine and to take copies of such accounts and entries of the lessee as may serve to determine the total number of boots, shoes, or other footwear or portions thereof made by the aid of the leased machinery or any part thereof, and the lessee shall produce all such accounts and entries upon request. The lessee shall require each of his operators upon the leased machinery or any part thereof to keep upon blanks or blank books to be furnished by the lessor accurate daily records of the number of boots, shoes, and other footwear, or portions thereof, in the making of which he has used the leased machinery or any part thereof, and shall require his operators to sign such records, and if requested so to do by the lessor, shall verify the same under oath, and shall also furnish any further information called for by said blanks or blank books; and the lessee shall send to the office of the lessor in Boston, on or before the fifth day of each calendar month the original records for the next preceding calendar month kept by his operators as above provided for; and in case, in any calendar month, none of the leased machinery has been used, the lessee shall notify the lessor in writing of that fact, on or before the fifth day of the next succeeding calendar month.

And that the following agreements, stipulations, and provisions are agreed to:—

Seven. If at any time the lessee shall fail or cease to use exclusively lasting machinery held by him under lease from the lessor for lasting all boots, shoes, and other footwear made by or for him which are lasted by the aid of machinery, the lessor, although it may have waived or ignored prior instances of such failure or cessation, may, at its option, terminate forthwith by notice in writing this lease and license and any other lease or license of lasting machines, lasting machinery or lasting devices then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise; and the possession of and full right to and

control of all lasting machines, lasting machinery or lasting devices held by the lessee under lease or license from the lessor or its assignors shall thereupon revert in the lessor free from all claims and demands whatsoever.

Eight. This lease and license shall continue, unless sooner terminated by the lessor because of breach thereof on the part of the lessee, or otherwise as herein provided, for seventeen years from the date hereof. But if any breach or default shall be made in the observance of any one or more of the conditions herein contained or contained in any other lease or license agreement subsisting between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and expressed to be obligatory upon the lessee, the lessor shall have the right, by notice in writing to the lessee, to terminate forthwith this lease and license, and also if the lessor so elects any other lease or license agreements then in force between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and this notwithstanding that previous breaches or defaults may have been unnoticed, waived, or condoned by or on behalf of the lessor. If, upon the expiration of the full term of this lease, the lessor does not request the return of the leased machinery, then the leased machinery shall continue to be held and used under and in accordance with the conditions of this lease and license, which shall thereupon be extended indefinitely as to term; but thereafter either the lessee or the lessor, upon sixty days' notice in writing to the other, may terminate this lease and license, whereupon the leased machinery shall be delivered forthwith to the lessor, as herein provided. Upon the expiration or termination of this lease and license or any extension thereof by notice or by reason of any default on the part of the lessee as to the terms of this lease and license or any other lease or license from the lessor, or otherwise as herein provided, the lessee shall forthwith deliver the leased machinery to the lessor at its office or factory in good order, reasonable wear and tear alone excepted; and the lessee, for himself, his heirs, executors and administrators, hereby grants to the lessor, its successors and assigns, full right, power, and authority

to enter upon the premises and into any factory, room, or any place where the leased machinery or any part thereof may be, and take possession thereof, and take away the same; and the lessee shall have no claim for the repayment of any sum or sums, or any part thereof, which he shall have paid as consideration for the grant of this lease and license or for rent or royalty, or otherwise in respect to the leased machinery.

Nine. A notice in writing, signed by the president, a vice-president, or the treasurer of the lessor, or by any assignee of the lessor's rights hereunder, and posted by prepaid letter, addressed to the lessee or delivered at his usual or last known place of abode or business, that the lease and license hereby granted is determined or shall be determined at the expiration of a certain period, shall be a sufficient determination of the lease and license from the time of posting or delivering such notice, or from the expiration of the period therein mentioned, as the case may be. Any termination of this lease and license shall not release the lessee from his obligation to pay rent or royalty for the period prior to such termination, and shall be without prejudice to any other rights or remedies which the lessor may have for violation of contract, use of machines without right, or use of patented inventions without license.

Ten. The lessee admits the validity of each and every of the Letters Patent of the United States of America, owned by the lessor or under which it is licensed, any of the inventions of which are or hereafter may be embodied in the leased machinery. The lessee also agrees that he will not directly or indirectly infringe or contest the validity of, or the title of the lessor to, any of the patents referred to in the "Schedule of Patents" hereto annexed. The termination or cesser of this lease and license from any cause whatever shall not in any way affect the provisions of this clause, or release or discharge the lessee from the admission and estoppel herein set forth.

Eleven. None of the terms or conditions of this lease and license shall be held to have been waived by any act or knowledge of the lessor, its agents or employees, but only by an instrument in writ-

ing, signed by the president, a vice-president, or the treasurer of the lessor.


Twelve. The term "lessor" shall include the said United Shoe Machinery Company, and its successors and assigns. All the conditions and agreements binding on the lessee shall be binding on and enforceable against his legal representatives. In the construction of this instrument, words relating to the number and gender of the parties shall be read according to their real number and gender.

In Witness Whereof, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

UNITED SHOE MACHINERY CO. [SEAL]

L. H. Baker, Secretary

R. E. LARCOM [SEAL]

 If lessee is a corporation, add corporate seal.

SCHEDULE OF PATENTS.

(Referred to in Article Ten herein.)

No. 281,306, dated July 17, 1883.	No. 510,975, dated Dec. 19, 1893.
No. 284,906, dated Sept. 11, 1883.	No. 510,976, dated Dec. 19, 1893.
No. 292,575, dated Jan. 29, 1884.	No. 510,977, dated Dec. 19, 1893.
No. 312,335, dated Feb. 17, 1885.	No. 510,978, dated Dec. 19, 1893.
No. 415,726, dated Nov. 26, 1889.	No. 518,933, dated April 24, 1894.
No. 421,954, dated Feb. 25, 1890.	No. 523,939, dated July 31, 1894.
No. 423,920, dated March 25, 1890.	No. 533,394, dated Jan. 29, 1895.
No. 423,921, dated March 25, 1890.	No. 560,767, dated May 26, 1896.
No. 423,921, dated March 25, 1890.	No. 562,119, dated June 16, 1896.
No. 423,937, dated March 25, 1890.	No. 564,931, dated July 28, 1896.
No. 441,482, dated Nov. 25, 1890.	No. 567,566, dated Sept. 8, 1896.
No. 459,899, dated Sept. 22, 1891.	No. 584,741, dated June 15, 1897.
No. 482,349, dated Sept. 13, 1892.	No. 584,742, dated June 15, 1897.
No. 500,141, dated June 27, 1893.	No. 584,743, dated June 15, 1897.
No. 510,972, dated Dec. 19, 1893.	No. 584,744, dated June 15, 1897.
No. 510,973, dated Dec. 19, 1893.	No. 597,321, dated Jan. 11, 1898.
No. 510,974, dated Dec. 19, 1893.	

[Endorsed:]

United Shoe Machinery Company.

Lasting Machine Department.

Consolidated Hand Method Machine. 1-2.

Lease No. 761. R. E. Larcom, Lessee.

Date, Dec. 14 1900. Machine No. 982.

Cancelled.

PLAINTIFF'S EXHIBIT 15.

[Put in Evidence, page 333.]

Lasting Machine Department. [Form 1200—W. & T.— $\frac{5}{8}$].

Lease and License No. 227G.

Consolidated Hand Method Machine.

This Lease and Agreement made at Boston, in the State of Massachusetts, this *sixth* day of *April* 1901, between the United Shoe Machinery Company, a corporation organized under the laws of the State of New Jersey, having an office in said Boston, hereinafter referred to as the lessor, of the one part, and *Keighley-Mullen Company of Vineland* in the State of *New Jersey*, hereinafter referred to as the lessee, of the other part :

Witnesseth, that the lessor in consideration of the covenants and agreements on the part of the lessee herein contained, does hereby lease to and license the lessee under its patents to use

Consolidated Hand Method Lasting Machine No. 1888, now or hereafter delivered to the lessee, and any duplicate parts, extras, mechanisms and devices relating thereto, or used in connection therewith, now attached to or delivered with the said designated machine, or which may at any time hereafter be obtained from the lessor, or be added thereto with the consent of the lessor (which machine, together with all duplicate parts, extras, mechanisms and devices, held by the lessee under these presents, whether now or hereafter delivered to or in the possession of the lessee, is hereinafter referred to as the "leased machinery"), subject to the conditions hereinafter contained.

And that the following are agreed to as conditions of the lease and license of the leased machinery, all of which the lessee covenants and agrees to keep and perform : —

One. The leased machinery shall at all times remain and be the sole and exclusive property of the lessor, and the lessee shall have no right of property therein but only the right to use the same, upon the conditions herein contained. The leased machinery shall be used only by the lessee himself, or by operatives in his direct employ, and only in the factory now occupied by him at *Vineland* in

the State of *New Jersey*. The leased machinery shall not be transferred or delivered or sublet to any other person or corporation, and neither the lease nor the license hereby granted can be assigned by the lessee by his own act or by operation of law. If the lessee becomes insolvent or bankrupt, or has a receiving order made against him, or makes or executes any bill of sale, deed of trust or assignment for the benefit of his creditors, or if a sale or lease or removal of the leased machinery, or any part thereof, without the consent in writing of the lessor, be made or attempted, or if any distress or execution or attachment be levied thereon, then and in each such case this lease and license and any other lease or license then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, shall at the option of the lessor cease and determine, and the possession of and full right to and control of all the leased machinery, and any machinery held by the lessee under any other lease or license from the lessor, whether as the result of assignment to the lessor or otherwise, shall thereupon revert in the lessor free from all claims or demands whatsoever. The lessor and its agents and employees shall at all times be given access to the leased machinery for the purpose of inspecting it or watching its use and operation, or of altering, repairing, improving, or adding to it, or determining the nature or extent of its use, and the lessee shall afford all reasonable facilities therefor.

Two. The lessee shall at all times and at his own expense keep the leased machinery in good and efficient working order and condition, and shall not permit anyone to injure or deface or remove any plate, or dates, numbers, or other inscriptions now or hereafter impressed on or affixed to the leased machinery by the lessor. The lessee shall obtain from the lessor exclusively, and shall pay therefor at the regular prices from time to time established by the lessor, all the duplicate parts, extras, mechanisms and devices of every kind needed or used in operating, repairing, or renewing the leased machinery, and the same shall form part of the leased machinery, and the lessee shall not otherwise make or allow to be made any addition, subtraction, or alteration to, from, or in the leased ma-

chinery without the consent in writing of the lessor, nor interfere with the proper operation of the same.

Three. The lessee shall at his own expense insure the leased machinery against loss by fire, and keep the same insured to the amount of Two Hundred (200) Dollars, and in case the same is lost or destroyed by fire, or otherwise, before the expiration or termination of this lease, then the lessee shall pay to the lessor upon demand the sum of Two Hundred (200) Dollars as partial compensation for such loss or destruction. The lessee shall pay all taxes and assessments which shall be levied in respect to the leased machinery, or in respect to this lease and license, or the right to payments hereunder upon whomsoever assessed.

Four. The lessee shall use the leased machinery to its full capacity on all boots, shoes, and other footwear made in his factory in the manufacture of which it can be used, but the leased machinery shall not, nor shall any part thereof, be used in the manufacture of any boots, shoes, or other footwear which are or shall be welted, or the soles stitched on welt sewing or sole stitching machines not leased to the lessee by the lessor or its assignor, or in the manufacture of any turn boots, shoes, or other footwear, the soles of which are or shall be attached to their uppers by turn sewing machines, not leased to the lessee by the lessor or its assignor.

Five. The lessee shall pay to the lessor on the last day of each calendar month as rent or royalty the sum of one (1) cent for each pair of misses' and children's and one and one quarter ($1\frac{1}{4}$) cents for each pair of all other kinds of boots, shoes or other footwear, or portions thereof, lasted or manufactured or prepared during the next preceeding calendar month in any way, whether wholly or in part, by the aid of the leased machinery or any part thereof; **provided, however, that in all cases when the lessee shall pay to the lessor on or before the fifteenth day of the calendar month the rent or royalty due for the use of the leased machinery for the next preceding calendar month, the lessor will in consideration of such prompt payment grant a discount of fifty per cent from such rent or royalty due for such preceding calendar month.** The lessee guarantees that the rent or royalty herein provided (less all

abatements) shall amount in each calendar year, ending December 31, to at least fifteen (15) dollars for each calendar month and at the end of each such calendar year the lessee shall pay to the lessor the amount, if any, by which the rent or royalty paid for said year is less than such guaranteed rent or royalty; provided, however, that if in any calendar year the factory of the lessee remains wholly idle for any entire calendar month, then the amount of rent or royalty guaranteed for that year shall be reduced by one twelfth for each such month that the factory thus remains wholly idle.

Six. The lessor may attach to the leased machinery, or any thereof, an indicator or indicators to register the number of revolutions or movements of any part or parts thereof, and the lessee shall not allow any person (other than the lessor or its agents) to disturb or interfere with such indicator or indicators. In case any indicator thus attached shall from any cause cease to correctly indicate or register, or shall be disturbed or out of repair, or if the glass covering any such indicator shall be removed or broken or injured, then, and as often as the same shall happen, the lessee shall immediately, by writing, notify the lessor, and at the same time explain the circumstances under which the same has happened. In case any such indicator ceases to indicate, or becomes or remains inaccurate, or the glass covering becomes or remains removed, broken, or injured, because of any fault of the lessee or anyone in his employ, or because of the failure of the lessee to give promptly the notice hereinbefore provided for, then, without prejudice to any other rights of the lessor hereunder, the lessee shall pay the lessor as rent or royalty, without the right to any discount, one and one quarter ($1\frac{1}{4}$) cents per pair for each pair of boots, shoes, or other footwear, or portions thereof, in the manufacture of which the leased machinery or any part thereof shall have been used. The lessee shall keep full and accurate accounts, independently of any indicators that may be placed upon the leased machinery, showing the number of boots, shoes, and other footwear, or portions thereof, in the manufacture of which the leased machinery or any part thereof shall have been used, and shall allow the lessor at all times, by its agents or attorneys, to examine and to take

copies of such accounts and entries of the lessee as may serve to determine the total number of boots, shoes, or other footwear or portions thereof made by the aid of the leased machinery or any part thereof, and the lessee shall produce all such accounts and entries upon request. The lessee shall require each of his operators upon the leased machinery or any part thereof to keep upon blanks or blank books to be furnished by the lessor accurate daily records of the number of boots, shoes, and other footwear, or portions thereof, in the making of which he has used the leased machinery or any part thereof, and shall require his operators to sign such records, and if requested so to do by the lessor, shall verify the same under oath and shall also furnish any further information called for by said blanks or blank books; and the lessee shall send to the office of the lessor in Boston, on or before the fifth day of each calendar month the original records for the next preceding calendar month kept by his operators as above provided for; and in case, in any calendar month, none of the leased machinery has been used, the lessee shall notify the lessor in writing of that fact, on or before the fifth day of the next succeeding calendar month.

And that the following agreements, stipulations, and provisions are agreed to:—

Seven. If at any time the lessee shall fail or cease to use exclusively lasting machinery held by him under lease from the lessor for lasting all boots, shoes, and other footwear made by or for him which are lasted by the aid of machinery, the lessor, although it may have waived or ignored prior instances of such failure or cessation, may, at its option, terminate forthwith by notice in writing this lease and license and any other lease or license of lasting machines, lasting machinery or lasting devices then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise; and the possession of and full right to and control of all lasting machines, lasting machinery or lasting devices held by the lessee under lease or license from the lessor or its assignors shall thereupon revert in the lessor free from all claims and demands whatsoever.

Eight. This lease and license shall continue, unless sooner ter-

minated by the lessor because of breach thereof on the part of the lessee, or otherwise as herein provided, for seventeen years from the date hereof. But if any breach or default shall be made in the observance of any one or more of the conditions herein contained or contained in any other lease or license agreement subsisting between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and expressed to be obligatory upon the lessee, the lessor shall have the right, by notice in writing to the lessee, to terminate forthwith this lease and license, and also if the lessor so elects any other lease or license agreements then in force between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and this notwithstanding that previous breaches or defaults may have been unnoticed, waived, or condoned by or on behalf of the lessor. If, upon the expiration of the full term of this lease, the lessor does not request the return of the leased machinery, then the leased machinery shall continue to be held and used under and in accordance with the conditions of this lease and license, which shall thereupon be extended indefinitely as to term; but thereafter either the lessee or the lessor, upon sixty days' notice in writing to the other, may terminate this lease and license, whereupon the leased machinery shall be delivered forthwith to the lessor, as herein provided. Upon the expiration or termination of this lease and license or any extension thereof by notice or by reason of any default on the part of the lessee as to the terms of this lease and license or any other lease or license from the lessor, or otherwise as herein provided, the lessee shall forthwith deliver the leased machinery to the lessor at its office or factory in good order, reasonable wear and tear alone excepted; and shall thereupon pay to the lessor the sum of One Hundred and Fifty (\$150) dollars as compensation for setting up the leased machinery in his factory, for instructing operators, and for deterioration of the leased machinery; and the lessee, for himself, his heirs, executors and administrators, hereby grants to the lessor, its successors and assigns, full right, power and authority to enter upon the premises and into any factory, room, or any place where the leased machinery or any part thereof may be, and take posses-

sion thereof, and take away the same; and the lessee shall have no claim for the repayment of any sum or sums, or any part thereof, which he shall have paid as consideration for the grant of this lease and license or for rent or royalty, or otherwise in respect to the leased machinery.

Nine. A notice in writing, signed by the president, a vice-president, or the treasurer of the lessor, or by any assignee of the lessor's rights hereunder and posted by pre-paid letter, addressed to the lessee or delivered at his usual or last known place of abode or business, that the lease and license hereby granted is determined or shall be determined at the expiration of a certain period, shall be a sufficient determination of the lease and license from the time of posting or delivering such notice, or from the expiration of the period therein mentioned, as the case may be. Any termination of this lease and license shall not release the lessee from his obligation to pay rent or royalty for the period prior to such termination, and shall be without prejudice to any other rights or remedies which the lessor may have for violation of contract, use of machines without right, or use of patented inventions without license.

Ten. The lessee admits the validity of each and every of the Letters Patent of the United States of America, owned by the lessor or under which it is licensed, any of the inventions of which are or hereafter may be embodied in the leased machinery. The lessee also agrees that he will not directly or indirectly infringe or contest the validity of, or the title of the lessor to, any of the patents referred to in the "Schedule of Patents" hereto annexed. The termination or cesser of this lease and license from any cause whatever shall not in any way affect the provisions of this clause, or release or discharge the lessee from the admission and estoppel herein set forth.

Eleven. None of the terms or conditions of this lease and license shall be held to have been waived by any act or knowledge of the lessor, its agents or employees, but only by an instrument in writing, signed by the president, a vice-president, or the treasurer of the lessor.

Twelve. The term "lessor" shall include the said United Shoe

Machinery Company, and its successors and assigns. All the conditions and agreements binding on the lessee shall be binding on and enforceable against his legal representatives. In the construction of this instrument, words relating to the number and gender of the parties shall be read according to their real number and gender.

In witness whereof, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

KEIGHLEY MULLEN Co.

Wm Keighley

[SEAL]

UNITED SHOE MACHINERY Co. [SEAL]

L. H. Baker Secretary.

☞ If lessee is a corporation, add corporate seal.

SCHEDULE OF PATENTS.

(Referred to in Article Ten herein.)

No. 281,306, dated July 17, 1883.	No. 510,975, dated Dec. 19, 1893.
No. 284,906, dated Sept. 11, 1883.	No. 510,976, dated Dec. 19, 1893.
No. 292,575, dated Jan. 29, 1884.	No. 510,977, dated Dec. 19, 1893.
No. 312,335, dated Feb. 17, 1885.	No. 510,978, dated Dec. 19, 1893.
No. 415,726, dated Nov. 26, 1889.	No. 518,933, dated April 24, 1894.
No. 421,945, dated Feb. 25, 1890.	No. 523,939, dated July 31, 1894.
No. 423,920, dated March 25, 1890.	No. 533,394, dated Jan. 29, 1895.
No. 423,921, dated March 25, 1890.	No. 560,767, dated May 26, 1896.
No. 423,922, dated March 25, 1890.	No. 562,119, dated June 16, 1896.
No. 423,937, dated March 25, 1890.	No. 564,931, dated July 28, 1896.
No. 441,482, dated Nov. 25, 1890.	No. 567,566, dated Sept. 8, 1896.
No. 459,899, dated Sept. 22, 1891.	No. 584,741, dated June 15, 1897.
No. 482,349, dated Sept. 13, 1892.	No. 584,742, dated June 15, 1897.
No. 500,141, dated June 27, 1893.	No. 584,743, dated June 15, 1897.
No. 510,972, dated Dec. 19, 1893.	No. 584,744, dated June 15, 1897.
No. 510,973, dated Dec. 19, 1893.	No. 597,321, dated Jan. 11, 1898.
No. 510,974, dated Dec. 19, 1893.	

[Endorsed:]

United Shoe Machinery Company.

Lasting Machine Department.

Consolidated Hand Method Machine. W. & T., 5-8.

Lease No. 227G Keighley-Mullen Co. Lessee.

Date, April 6 1901.

Machine No. 1888.

PLAINTIFF'S EXHIBIT 16.

[Put in Evidence, page 334.]

Lasting Machine Department.

[Form 900 — 5/6.]

Lease and License Number 2299.

Consolidated Hand Method Machine.

This Lease and Agreement made at Boston, in the State of Massachusetts, this *thirty-first* day of *October*, 1900, between the United Shoe Machinery Company, a corporation organized under the laws of the State of New Jersey, having an office in said Boston, hereinafter referred to as the lessor, of the one part, and *New Ulm Boot and Shoe Company* of *New Ulm* in the State of *Minnesota*, hereinafter referred to as the lessee, of the other part :

Witnesseth, that the lessor in consideration of the covenants and agreements on the part of the lessee herein contained, does hereby lease to and license the lessee under its patents to use

Consolidated Hand Method Lasting Machine No. 3135, now or hereafter delivered to the lessee, and any duplicate parts, extras, mechanisms and devices relating thereto, or used in connection therewith, now attached to or delivered with the said designated machine, or which may at any time hereafter be obtained from the lessor, or be added thereto with the consent of the lessor (which machine, together with all duplicate parts, extras, mechanisms and devices, held by the lessor under these presents, whether now or hereafter delivered to or in the possession of the lessee, is hereinafter referred to as the "leased machinery"), subject to the conditions hereinafter contained.

And that the following are agreed to as conditions of the lease and license of the leased machinery, all of which the lessee covenants and agrees to keep and perform: —

One. The leased machinery shall at all times remain and be the sole and exclusive property of the lessor, and the lessee shall have no right of property therein but only the right to use the same, upon the conditions herein contained. The leased machinery shall be used only by the lessee himself, or by operatives in his direct employ, and only in the factory now occupied by him at *New Ulm*

in the State of *Minnesota*. The leased machinery shall not be transferred or delivered or sublet to any other person or corporation, and neither the lease nor the license hereby granted can be assigned by the lessee by his own act or by operation of law. If the lessee becomes insolvent or bankrupt, or has a receiving order made against him, or makes or executes any bill of sale, deed of trust or assignment for the benefit of his creditors, or if a sale or lease or removal of the leased machinery, or any part thereof, without the consent in writing of the lessor, be made or attempted, or if any distress or execution or attachment be levied thereon, then and in each such case this lease and license and any other lease or license then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, shall at the option of the lessor cease and determine, and the possession of and full right to and control of all the leased machinery, and any machinery held by the lessee under any other lease or license from the lessor, whether as the result of assignment to the lessor or otherwise, shall thereupon revert in the lessor free from all claims or demands whatsoever. The lessor and its agents and employees shall at all times be given access to the leased machinery for the purpose of inspecting it or watching its use and operation, or of altering, repairing, improving, or adding to it, or determining the nature or extent of its use, and the lessee shall afford all reasonable facilities therefor.

Two. The lessee shall at all times and at his own expense keep the leased machinery in good and efficient working order and condition, and shall not permit anyone to injure or deface or remove any plate, or dates, numbers, or other inscriptions now or hereafter impressed on or affixed to the leased machinery by the lessor. The lessee shall obtain from the lessor exclusively, and shall pay therefor at the regular prices from time to time established by the lessor, all the duplicate parts, extras, mechanisms and devices of every kind needed or used in operating, repairing, or renewing the leased machinery, and the same shall form part of the leased machinery, and the lessee shall not otherwise make or allow to be made any addition, subtraction, or alteration to, from, or in the

leased machinery without the consent in writing of the lessor, nor interfere with the proper operation of the same.

Three. The lessee shall at his own expense insure the leased machinery against loss by fire, and keep the same insured to the amount of Two Hundred (200) Dollars, and in case the same is lost or destroyed by fire, or otherwise, before the expiration or termination of this lease, then the lessee shall pay to the lessor upon demand the sum of Two Hundred (200) Dollars as partial compensation for such loss or destruction. The lessee shall pay all taxes and assessments which shall be levied in respect to the leased machinery, or in respect to this lease and license, or the right to payments hereunder upon whomsoever assessed.

Four. The lessee shall use the leased machinery to its full capacity on all boots, shoes, and other footwear made in his factory in the manufacture of which it can be used, but the leased machinery shall not, nor shall any part thereof, be used in the manufacture of any boots, shoes, or other footwear which are or shall be welted, or the soles stitched on welt sewing or sole stitching machines not leased to the lessee by the lessor or its assignor, or in the manufacture of any turn boots, shoes, or other footwear, the soles of which are or shall be attached to their uppers by turn sewing machines not leased to the lessee by the lessor or its assignor, or in the manufacture of any boots, shoes, or other footwear which have been or shall be slugged, heel seat nailed, or otherwise partly made by the aid of any "Metallic" machinery not leased to the lessee by the lessor or its assignors.

Five. The Lessee shall pay to the Lessor on the last day of each calendar month as rent or royalty the sum of one (1) cent for each pair of misses' and children's and one and one quarter (1½) cents for each pair of all other kinds of boots, shoes, or other footwear, or portions thereof, lasted or manufactured or prepared during the next preceding calendar month in any way, whether wholly or in part, by the aid of the leased machinery or any part thereof; **provided, however, that in all cases when the lessee shall pay to the lessor on or before the fifteenth day of the calendar month the rent or royalty due for the use of the leased machinery for the next pre-**

ceding calendar month, the lessor will in consideration of such prompt payment grant a discount of fifty per cent from such rent or royalty due for such preceding calendar month. The lessee guarantees that the rent or royalty herein provided (less all abatements) shall amount in each calendar year, ending December 31, to at least fifteen (15) dollars for each calendar month and at the end of each such calendar year the lessee shall pay to the lessor the amount, if any, by which the rent or royalty paid for said year is less than such guaranteed rent or royalty; provided, however, that if in any calendar year the factory of the lessee remains wholly idle for any entire calendar month, then the amount of rent or royalty guaranteed for that year shall be reduced by one twelfth for each such month that the factory thus remains wholly idle.

Six. The lessor may attach to the leased machinery, or any thereof, an indicator or indicators to register the number of revolutions or movements of any part or parts thereof, and the lessee shall not allow any person (other than the lessor or its agents) to disturb or interfere with such indicator or indicators. In case any indicator thus attached shall from any cause cease to correctly indicate or register, or shall be disturbed or out of repair, or if the glass covering any such indicator shall be removed or broken or injured, then, and as often as the same shall happen, the lessee shall immediately, by writing, notify the lessor, and at the same time explain the circumstances under which the same has happened. In case any such indicator ceases to indicate, or becomes or remains inaccurate, or the glass covering becomes or remains removed, broken, or injured, because of any fault of the lessee or anyone in his employ, or because of the failure of the lessee to give promptly the notice hereinbefore provided for, then, without prejudice to any other rights of the lessor hereunder, the lessee shall pay the lessor as rent or royalty, without the right to any discount, one and one quarter ($1\frac{1}{4}$) cents per pair for each pair of boots, shoes, or other footwear, or portions thereof, in the manufacture of which the leased machinery or any part thereof shall have been used. The lessee shall keep full and accurate accounts, independently of any indicators that may be placed upon the leased machinery, show-

ing the number of boots, shoes, and other footwear, or portions thereof, in the manufacture of which the leased machinery or any part thereof shall have been used, and shall allow the lessor at all times, by its agents or attorneys, to examine and to take copies of such accounts and entries of the lessee as may serve to determine the total number of boots, shoes, or other footwear or portions thereof made by the aid of the leased machinery or any part thereof, and the lessee shall produce all such accounts and entries upon request. The lessee shall require each of his operators upon the leased machinery or any part thereof to keep upon blanks or blank books to be furnished by the lessor accurate daily records of the number of boots, shoes, and other footwear, or portions thereof, in the making of which he has used the leased machinery or any part thereof, and shall require his operators to sign such records, and if requested so to do by the lessor, shall verify the same under oath and shall also furnish any further information called for by said blanks or blank books; and the lessee shall send to the office of the lessor in Boston, on or before the fifth day of each calendar month the original records for the next preceding calendar month kept by his operators as above provided for; and in case, in any calendar month, none of the leased machinery has been used, the lessee shall notify the lessor in writing of that fact, on or before the fifth day of the next succeeding calendar month.

And that the following agreements, stipulations, and provisions are agreed to:—

Seven. If at any time the lessee shall fail or cease to use exclusively lasting machinery held by him under lease from the lessor for lasting all boots, shoes, and other footwear made by or for him which are lasted by the aid of machinery, the lessor, although it may have waived or ignored prior instances of such failure or cessation, may, at its option, terminate forthwith by notice in writing this lease and license and any other lease or license of "Lasting Machine Department" machinery then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise; and the possession of and full right to and control of all the leased machinery, and all "Lasting Machine Department"

machinery held by the lessee under any other lease or license from the lessor or its assignors shall thereupon revert in the lessor free from all claims and demands whatsoever.

Eight. This lease and license shall continue, unless sooner terminated by the lessor because of breach thereof on the part of the lessee, or otherwise as herein provided, for seventeen years from the date hereof. But if any breach or default shall be made in the observance of any one or more of the conditions herein contained or contained in any other lease or license agreement subsisting between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and expressed to be obligatory upon the lessee, the lessor shall have the right, by notice in writing to the lessee, to terminate forthwith this lease and license, and also if the lessor so elects any other lease or license agreements then in force between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and this notwithstanding that previous breaches or defaults may have been unnoticed, waived or condoned by or on behalf of the lessor. If, upon the expiration of the full term of this lease, the lessor does not request the return of the leased machinery, then the leased machinery shall continue to be held and used under and in accordance with the conditions of this lease and license, which shall thereupon be extended indefinitely as to term; but thereafter either the lessee or the lessor, upon sixty days' notice in writing to the other, may terminate this lease and license, whereupon the leased machinery shall be delivered forthwith to the lessor, as herein provided. Upon the expiration or termination of this lease and license or any extension thereof by notice or by reason of any default on the part of the lessee as to the terms of this lease and license or any other lease or license from the lessor, or otherwise as herein provided, the lessee shall forthwith deliver the leased machinery to the lessor at its office or factory in good order, reasonable wear and tear alone excepted; and shall thereupon pay to the lessor the sum of One Hundred and Fifty (150) dollars as compensation for setting up the leased machinery in his factory, for instructing operators, and for deterioration of the leased machinery; and the lessee, for himself, his heirs,

executors and administrators, hereby grants to the lessor, its successors and assigns, full right, power, and authority to enter upon the premises and into any factory, room, or any place where the leased machinery or any part thereof may be, and take possession thereof, and take away the same; and the lessee shall have no claim for the repayment of any sum or sums, or any part thereof, which he shall have paid as consideration for the grant of this lease and license or for rent or royalty, or otherwise in respect to the leased machinery.

Nine. A notice in writing, signed by the president, a vice-president, or the treasurer of the lessor, or by any assignee of the lessor's rights hereunder and posted by pre-paid letter, addressed to the lessee or delivered at his usual or last known place of abode or business, that the lease and license hereby granted is determined or shall be determined at the expiration of a certain period, shall be a sufficient determination of the lease and license from the time of posting or delivering such notice, or from the expiration of the period therein mentioned, as the case may be. Any termination of this lease and license shall not release the lessee from his obligation to pay rent or royalty for the period prior to such termination, and shall be without prejudice to any other rights or remedies which the lessor may have for violation of contract, use of machines without right, or use of patented inventions without license.

Ten. The lessee admits the validity of each and every of the Letters Patent of the United States of America owned by the lessor or under which it is licensed, any of the inventions of which are or hereafter may be embodied in the leased machinery. The lessee also agrees that he will not directly or indirectly infringe or contest the validity of, or the title of the lessor to, any of the patents referred to in the "Schedule of Patents" hereto annexed, and that he shall be forever estopped from so doing. The termination or cessor of this lease and license from any cause whatever shall not in any way affect the provisions of this clause, or release or discharge the lessee from the admission and estoppel herein set forth.

Eleven. None of the terms or conditions of this lease and license shall be held to have been waived by any act or knowledge of the

lessor, its agents or employees, but only by an instrument in writing, signed by the president, a vice-president, or the treasurer of the lessor.

Twelve. The term "lessor" shall include the said United Shoe Machinery Company, and its successors and assigns. All the conditions and agreements binding on the lessee shall be binding on and enforceable against his legal representatives. In the construction of this instrument, words relating to the number and gender of the parties shall be read according to their real number and gender.

In witness whereof, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

NEW ULM B. & SHOE CO.

[SEAL]

By Jacob Klossner Jr. Pres'd.

" H. Heimerdinger Sec'y. & Treas.

[SEAL]

UNITED SHOE MACHINERY CO.

L. H. Baker, Secretary.

☞ If lessee is a corporation, add corporate seal.

SCHEDULE OF PATENTS.

(Referred to in Article Ten herein.)

No. 281,306, dated July 17, 1883.
 No. 284,906, dated Sept. 11, 1883.
 No. 292,575, dated Jan. 29, 1884.
 No. 312,335, dated Feb. 17, 1885.
 No. 415,726, dated Nov. 26, 1889.
 No. 421,954, dated Feb. 25, 1890.
 No. 423,920, dated March 25, 1890.
 No. 423,921, dated March 25, 1890.
 No. 423,922, dated March 25, 1890.
 No. 423,937, dated March 25, 1890.
 No. 441,482, dated Nov. 25, 1890.
 No. 459,899, dated Sept. 22, 1891.
 No. 482,349, dated Sept. 13, 1892.
 No. 500,141, dated June 27, 1893.
 No. 510,972, dated Dec. 19, 1893.
 No. 510,973, dated Dec. 19, 1893.
 No. 510,974, dated Dec. 19, 1893.

No. 510,975, dated Dec. 19, 1893.
 No. 510,976, dated Dec. 19, 1893.
 No. 510,977, dated Dec. 19, 1893.
 No. 510,978, dated Dec. 19, 1893.
 No. 518,933, dated April 24, 1894.
 No. 523,939, dated July 31, 1894.
 No. 533,394, dated Jan. 29, 1895.
 No. 560,767, dated May 26, 1896.
 No. 562,119, dated June 16, 1896.
 No. 564,931, dated July 28, 1896.
 No. 567,506, dated Sept. 8, 1896.
 No. 584,741, dated June 15, 1897.
 No. 584,742, dated June 15, 1897.
 No. 584,743, dated June 15, 1897.
 No. 584,744, dated June 15, 1897.
 No. 597,321, dated Jan. 11, 1898.

[Endorsed :]

United Shoe Machinery Company.
Lasting Machine Department.
Consolidated Hand Method Machine. 5-8.
Lease No. 2299 New Ulm B. & S. Co., Lessee.
Date Octo. 31, 1900.
Machine No. 3135.

PLAINTIFF'S EXHIBIT 17.

[Put in Evidence, page 335.]

Lasting Machine Department. [Form J. L. J., 1206.]

Lease and License Number .

Consolidated Hand Method Lasting Machine.

This Lease and Agreement made at Boston, in the State of Massachusetts, this day of 19 , between the United Shoe Machinery Company, a corporation organized under the laws of the State of New Jersey, having an office in said Boston, hereinafter referred to as the lessor, of the one part, and of in the State of , hereinafter referred to as the lessee, of the other part:

Witnesseth, that the lessor, in consideration of the covenants and agreements on the part of the lessee herein contained, does hereby lease to and license the lessee under any letters patent belonging to the lessor or under which the lessor has the right to grant such license affecting any inventions which are now or hereafter shall be embodied therein or employed in the operation thereof, to use

Consolidated Hand Method Lasting Machine, No. , now or hereafter delivered to the lessee and any duplicate parts, extras, mechanisms and devices relating thereto, or used in connection therewith, now attached to or delivered with the said designated machine, or which may at any time hereafter be obtained from the lessor, or be added thereto by or with the consent of the lessor (which machine, together with all duplicate parts, extras, mechanisms and devices, held by the lessee under these presents, whether now or hereafter delivered to or in the possession of the lessee, is hereinafter referred to as the "leased machinery"), subject to the conditions hereinafter contained.

And that the following are agreed to as conditions of the lease and license of the leased machinery, all of which the lessee covenants and agrees to keep and perform : —

One. The leased machinery shall at all times remain and be the sole and exclusive property of the lessor, and the lessee shall have no right of property therein, but only the right to use the same, upon the conditions herein contained. The leased machinery shall be used only by the lessee himself or by operatives in his direct employ, and only in the factory now occupied by him at in the State of . The leased machinery shall not be transferred or delivered or sublet to any other person or corporation, and neither the lease nor the license hereby granted can be assigned by the lessee by his own act or by operation of law. If the lessee becomes insolvent or bankrupt, or has a receiving order made against him, or makes or executes any bill of sale, deed of trust or assignment for the benefit of his creditors, or if a sale, mortgage, lease or removal of the leased machinery, or any part thereof, be made or attempted, or if any distress or execution or attachment be levied thereon, then and in each such case this lease and license and any other lease or license then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, shall at the option of the lessor cease and determine, and the possession of and full right to and control of all the leased machinery, and any machinery held by the lessee under any other lease or license from the lessor, whether as the result of assignment to the lessor or otherwise, shall thereupon revert in the lessor free from all claims or demands whatsoever. The lessor and its agents and employees shall at all times be given access to the leased machinery for the purpose of inspecting it or watching its use and operation, or of altering, repairing, improving, or adding to it, or determining the nature or extent of its use, and the lessee shall afford all reasonable facilities therefor.

Two. The lessee shall at all times and at his own expense keep the leased machinery in good and efficient working order and condition, and shall not permit any one to injure or deface or remove any plate, or dates, numbers, or other inscriptions now or hereafter

impressed on or affixed to the leased machinery by the lessor. The lessee shall obtain from the lessor exclusively, and shall pay therefor at the regular prices from time to time established by the lessor, all the duplicate parts, extras, mechanisms and devices of every kind needed or used in operating, repairing, or renewing the leased machinery, and the same shall form part of the leased machinery, and the lessee shall not otherwise make or allow to be made any addition, subtraction or alteration to, from, or in the leased machinery without the consent in writing of the lessor, nor interfere with the proper operation of the same.

Three. The lessee shall pay all taxes and assessments which shall be assessed in respect to the leased machinery or other machinery of the lessor held by the lessee under lease or license upon whomsoever assessed. All taxes or assessments in respect to leases, licenses or agreements covering machinery, or the rights to payments thereunder, shall be construed, for the purposes of this article, to be assessed in respect to the machinery itself. In case at any time any unapportioned tax or assessment shall be assessed to the lessor in respect in part but not wholly to machinery of the lessor in possession of the lessee the lessee shall pay to the lessor such proportionate part of the total amount of said unapportioned tax or assessment as the fair valuation, to be determined by the lessor, of said machinery of the lessor in the possession of the lessee bears to the fair valuation, to be determined by the lessor, of all machinery (excepting machinery, if any, in the lessor's own possession) in respect to which the unapportioned tax or assessment has been assessed; provided, however, that if such unapportioned tax or assessment includes any tax or assessment in respect to tangible property in the lessor's own possession the amount thereof, based, at the established rate, upon the fair valuation, to be determined by the lessor, of such property, shall first be deducted and the lessee shall pay his proportionate part as aforesaid of the balance only of said unapportioned tax or assessment after such deduction has been made.

Four. The lessee shall use the leased machinery to its full capa-

city on all boots, shoes and other footwear made in his factory in the manufacture of which it can be used.

Five. The lessee shall pay to the lessor immediately after the execution hereof as a lease premium the sum of dollars, and the lessee shall also pay to the lessor on the last day of each calendar month as rent or royalty the sum of one (1) cent for each pair of misses' and children's and one and one-quarter ($1\frac{1}{4}$) cents for each pair of all other kinds of boots, shoes or other footwear, or portions thereof, lasted or manufactured or prepared during the next preceding calendar month in any way, whether wholly or in part, by the aid of the leased machinery or any part thereof; **provided, however, that in all cases when the lessee shall pay to the lessor on or before the fifteenth day of the calendar month the rent or royalty due for the use of the leased machinery for the next preceding calendar month the lessor will, in consideration of such prompt payment grant a discount of fifty per cent. from such rent or royalty due for such preceding calendar month.** If, for any cause, the leased machinery shall not be in use for twelve (12) consecutive months to the extent of its earning for the lessor at the rental and royalty herein provided to be paid (less all abatements) an amount equal to or in excess of seventy-five dollars (\$75), then the lessor may, by paying to the lessee a sum equal to one-third ($\frac{1}{3}$) of the sum paid by him as the lease premium hereunder, cancel and terminate this lease and license, and this option and condition shall be independent of any other options and conditions in this lease and license contained.

Six. The lessor may attach to the leased machinery, or any thereof, an indicator or indicators to register the number of revolutions or movements of any part or parts thereof, and the lessee shall not allow any person (other than the lessor or its agents) to disturb or interfere with such indicator or indicators. In case any indicator thus attached shall from any cause cease to correctly indicate or register, or shall be disturbed or out of repair, or if the glass covering any such indicator shall be removed or broken or injured, then and as often as the same shall happen the lessee shall immediately by writing notify the lessor and at the same time

explain the circumstances under which the same has happened. In case any such indicator ceases to indicate, or becomes or remains inaccurate, or the glass covering becomes or remains removed, broken, or injured, because of any fault of the lessee or anyone in his employ, or because of the failure of the lessee to give promptly the notice hereinbefore provided for, then, without prejudice to any other rights of the lessor hereunder, the lessee shall pay the lessor as rent or royalty, without the right to any discount, one and one-quarter ($1\frac{1}{4}$) cents per pair for each pair of boots, shoes or other footwear, or portions thereof, in the manufacture of which the leased machinery or any part thereof shall have been used. The lessee shall keep full and accurate accounts, independently of any indicators that may be placed upon the leased machinery, showing the number of each kind of boots, shoes and other footwear, or portions thereof, in the manufacture of which the leased machinery or any part thereof shall have been used, and shall allow the lessor at all times, by its agents or attorneys, to examine and to take copies of such accounts and entries of the lessee as may serve to determine the total number of boots, shoes or other footwear, or portions thereof made by the aid of leased machinery or any part thereof and the lessee shall produce all such accounts and entries upon request. The lessee shall require each of his operators upon the leased machinery or any part thereof to keep upon blanks or blank books to be furnished by the lessor accurate daily records of the number of each kind of boots, shoes and other footwear, or portions thereof, in the making of which he has used the leased machinery or any part thereof, and shall require his operators to sign such records, and, if requested so to do by the lessor, shall verify the same under oath. The lessee shall send to the office of the lessor in Boston, on or before the fifth day of each calendar month, the original records for the next preceding calendar month kept by his operators as above provided for; and in case, in any calendar month, none of the leased machinery has been used, the lessee shall notify the lessor in writing of that fact, on or before the fifth day of the next succeeding calendar month. The lessee

shall also furnish any further information which may be called for in relation to the leased machinery or the use thereof.

And that the following agreements, stipulations and provisions are agreed to : —

Seven. If at any time the lessee shall fail or cease to use exclusively lasting machinery held by him under lease from the lessor for lasting all boots, shoes, and other footwear made by or for him, which are lasted by the aid of machinery, or shall fail or cease to use exclusively lasting and tacking mechanisms and appliances held by him under lease from the lessor for doing all work in the manufacture of all boots, shoes, and other footwear made by or for him which is done by the aid of lasting and tacking mechanisms and appliances, the lessor, although it may have waived or ignored prior instances of such failure or cessation, may at its option terminate forthwith by notice in writing any or all leases of or licenses to use lasting machines, lasting machinery, and lasting and tacking mechanisms and appliances then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise ; and the possession of and full right to and control of all the leased machinery and all lasting machines, lasting machinery, and lasting and tacking mechanisms and appliances held by the lessee under lease or license from the lessor or its assignors shall thereupon revert in the lessor free from all claims and demands whatsoever.

Eight. This lease and license shall continue, unless sooner terminated by the lessor because of breach thereof on the part of the lessee, or otherwise as herein provided, for seventeen years from the date hereof. But if any breach or default shall be made in the observance of any one or more of the conditions herein contained or contained in any other lease or license agreement subsisting between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise and expressed to be obligatory upon the lessee, the lessor shall have the right by notice in writing to the lessee to terminate forthwith this lease and license, and also, if the lessor so elects, any other lease or license agreements then in force between the lessor and the lessee, whether as the result of

assignment to the lessor or otherwise, and this notwithstanding that previous breaches or defaults may have been unnoticed, waived, or condoned by or on behalf of the lessor. If, upon the expiration of the full term of this lease, the lessor does not request the return of the leased machinery, then the leased machinery shall continue to be held and used under and in accordance with the conditions of this lease and license, which shall thereupon be extended indefinitely as to term; but thereafter either the lessee or the lessor, upon sixty days' notice in writing to the other, may terminate this lease and license, whereupon the leased machinery shall be delivered forthwith to the lessor, as herein provided. Upon the expiration of this lease and license or any extension thereof or its termination by notice or by reason of any default on the part of the lessee as to the terms of this lease and license or any other lease or license from the lessor, or otherwise in any manner whatsoever, the lessee shall forthwith deliver the leased machinery to the lessor at Beverly, Massachusetts, in good order, reasonable wear and tear alone excepted; and the lessee for himself, his heirs, executors, and administrators, hereby grants to the lessor, its successors and assigns, full right, power and authority to enter upon the premises and into any factory, room, or any place where the leased machinery, or any part thereof, may be, and take possession thereof, and take away the same; and in no case (excepting, as hereinbefore provided, in the event of termination by the lessor under the option reserved in Article Five hereof, for failure to use to the amount therein specified, and for no other reason) shall the lessee have any claim for the repayment of any sum or sums or any part thereof which he shall have paid as consideration for the grant of this lease and license or for rent or royalty or otherwise in respect to the leased machinery.

Nine. A notice in writing, signed by the president, a vice-president, the treasurer or the assistant treasurer of the lessor, or by any assignee of the lessor's rights hereunder, and posted by prepaid letter, addressed to the lessee or delivered at his usual or last known place of abode or business, that the lease and license hereby

granted is determined or shall be determined at the expiration of a certain period, shall be a sufficient determination of the lease and license from the time of posting or delivering such notice, or from the expiration of the period therein mentioned, as the case may be. Any termination of this lease and license shall not release the lessee from his obligation to pay rent or royalty for the period prior to such termination, and shall be without prejudice to any other rights or remedies which the lessor may have for violation of contract, use of machines without right, or use of patented inventions without license.

Ten. The lessee admits the validity for the full term expressed in the grant thereof (and every extension and renewal thereof) of each and every of the Letters Patent of the United States of America, owned by the lessor or under which it is licensed, any of the inventions of which are or hereafter may be embodied in the leased machinery. The lessee also agrees that he will not directly or indirectly infringe or contest the validity for the full term expressed in the grant thereof or of any extension or renewal thereof, of any of the Letters Patent referred to in the "Schedule of Patents" hereto annexed or the title of the lessor thereto. The expiration of this agreement or any extension thereof or the termination or cesser of the lease and license hereby granted shall not in any way affect the provisions of this clause, or release or discharge the lessee from the admissions and estoppels herein set forth.


Eleven. None of the terms or conditions of this lease and license shall be held to have been waived by any act or knowledge of the lessor, its agents or employees, but only by an instrument in writing, signed by the president, a vice-president or the treasurer of the lessor.

Twelve. The term "lessor" shall include the said United Shoe Machinery Company and its successors and assigns. All the conditions and agreements binding on the lessee shall be binding on and enforceable against his legal representatives. In the construction of this instrument, words relating to the number and gender of the parties shall be read according to their real number and gender.

In witness whereof, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

by

by

 If lessee is a corporation, add corporate seal.

SCHEDULE OF PATENTS.

(Referred to in Article Ten herein.)

No. 415,726, dated Nov. 26, 1889.	No. 560,767, dated May 26, 1896.
No. 421,954, dated Feb. 25, 1890.	No. 562,119, dated June 16, 1896.
No. 423,920, dated March 25, 1890.	No. 564,931, dated July 28, 1896.
No. 423,921, dated March 25, 1890.	No. 567,566, dated Sept. 8, 1896.
No. 423,922, dated March 25, 1890.	No. 581,066, dated April 20, 1897.
No. 423,937, dated March 25, 1890.	No. 584,741, dated June 15, 1897.
No. 441,482, dated Nov. 25, 1890.	No. 584,742, dated June 15, 1897.
No. 459,899, dated Sept. 22, 1891.	No. 584,743, dated June 15, 1897.
No. 482,349, dated Sept. 13, 1892.	No. 584,744, dated June 15, 1897.
No. 500,141, dated June 27, 1893.	No. 597,321, dated Jan. 11, 1898.
No. 510,972, dated Dec. 19, 1893.	No. 603,471, dated Dec. 11, 1900.
No. 510,973, dated Dec. 19, 1893.	No. 603,777, dated Dec. 11, 1900.
No. 510,974, dated Dec. 19, 1893.	No. 606,717, dated April 1, 1902.
No. 510,975, dated Dec. 19, 1893.	No. 606,740, dated April 1, 1902.
No. 510,976, dated Dec. 19, 1893.	Re. No. 12,012, dated July 15, 1902.
No. 510,977, dated Dec. 19, 1893.	No. 718,586, dated Jan. 13, 1903.
No. 510,978, dated Dec. 19, 1893.	No. 726,087, dated April 21, 1903.
No. 518,933, dated April 24, 1894.	No. 751,128, dated Feb. 2, 1904.
No. 523,939, dated July 31, 1894.	No. 784,251, dated March 7, 1905.
No. 533,394, dated Jan. 29, 1895.	No. 786,047, dated March 28, 1905.

[On back:]

United Shoe Machinery Company.
Lasting Machine Department.
Consolidated Hand Method Machine.
L. P. 5-8 W. & T.

Lease No.

Date,
Machine No.

Lessee.

19

PLAINTIFF'S EXHIBIT 18.

[Put in Evidence, page 336.]

Lasting Machine Department.

[Form 801.]

Lease and License Number 303.

Ideal Lasting Machine.

This Lease and Agreement made at Boston in the State of Massachusetts this *twenty-sixth* day of *September*, 1901, between the United Shoe Machinery Company, a corporation organized under the laws of the State of New Jersey, having an office in said Boston, hereinafter referred to as the lessor, of the one part, and *Hanan and Son of Brooklyn* in the State of *New York*, hereinafter referred to as the lessee, of the other part :

Witnesseth, that the lessor, in consideration of the covenants and agreements on the part of the lessee herein contained, does hereby lease to and license the lessee under its patents to use the machine or machines of the Lasting Machine Department of the lessor now or hereafter delivered to the lessee, and designated by number in the following schedule, viz : —

SCHEDULE OF MACHINES.

Ideal Lasting Machine, No. 389.

Rapid Lasting Machine (Foot Power), No. . . .

Rapid Power Lasting Machine, No. . . .

Rapid Loose Tacker (with Hopper and Loader), No. 332 333.

and any duplicate parts, extras, mechanisms and devices relating thereto, or used in connection therewith, now attached to or delivered with the said designated machine or machines or which may at any time hereafter be obtained from the lessor, or be added thereto with the consent of the lessor (the whole of which machine or machines together with all duplicate parts, extras, mechanisms and devices, held by the lessee under these presents, whether now or hereafter delivered to or in the possession of the lessee, is hereinafter referred to as the "leased machinery"), subject to the conditions hereinafter contained.

And that the following are agreed to as conditions of the lease

and license of the leased machinery, all of which the lessee covenants and agrees to keep and perform : —

One. The leased machinery shall at all times remain and be the sole and exclusive property of the lessor, and the lessee shall have no right of property therein but only the right to use the same, upon the conditions herein contained. The leased machinery shall be used only by the lessee himself, or by operatives in his direct employ, and only in the factory now occupied by him at *Brooklyn* in the State of *New York*. The leased machinery shall not be transferred or delivered or sublet to any other person or corporation, and neither the lease nor the license hereby granted can be assigned by the lessee by his own act or by operation of law. If the lessee becomes insolvent or bankrupt, or has a receiving order made against him, or makes or executes any bill of sale, deed of trust or assignment for the benefit of his creditors, or if a sale or lease or removal of the leased machinery, or any part thereof, without the consent in writing of the lessor, be made or attempted, or if any distress or execution or attachment be levied thereon, then and in each such case this lease and license and any other lease or license then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, shall at the option of the lessor cease and determine, and the possession of and full right to and control of all the leased machinery, and any machinery held by the lessee under any other lease or license from the lessor, whether as the result of assignment to the lessor or otherwise, shall at the option of the lessor cease and determine, and the possession of and full right to and control of all the leased machinery, and any machinery held by the lessee under any other lease or license from the lessor, whether as the result of assignment to the lessor or otherwise, shall thereupon revert in the lessor free from all claims or demands whatsoever. The lessor and its agents and employees shall at all times be given access to the leased machinery for the purpose of inspecting it or watching its use and operation, or of altering, repairing, improving, or adding to it, or determining the nature or extent of its use, and the lessee shall afford all reasonable facilities therefor.

Two. The lessee shall at all times and at his own expense keep the leased machinery in good and efficient working order and condition, and shall not permit anyone to injure or deface or remove any plate, or dates, numbers, or other inscriptions now or hereafter impressed on or affixed to the leased machinery by the lessor. The lessee shall obtain from the lessor exclusively, and shall pay therefor at the regular prices from time to time established by the lessor, all the duplicate parts, extras, mechanisms and devices of every kind needed or used in operating, repairing or renewing the leased machinery, and the same shall form part of the leased machinery, and the lessee shall not otherwise make or allow to be made any addition, subtraction, or alteration to, from, or in the leased machinery without the consent in writing of the lessor, nor interfere with the proper operation of the same.

Three. The lessee shall pay all taxes and assessments which shall be levied in respect to the leased machinery, or in respect to this lease and license, or the right to payments hereunder upon whomsoever assessed.

Four. The lessee shall use the leased machinery to its full capacity on all boots, shoes, and other footwear made in his factory in the manufacture of which it can be used, but the leased machinery shall not nor shall any part thereof be used in the manufacture of any boots, shoes, or other footwear which are or shall be welted or the soles stitched on welt sewing or sole stitching machines not leased to the lessee by the lessor or its assignor or in the manufacture of any turn boots, shoes, or other footwear, the soles of which are or shall be attached to their uppers by turn sewing machines not leased to the lessee by the lessor or its assignor.

Five. The lessee shall pay to the lessor immediately after the execution hereof as a lease premium the sum of three hundred dollars, and the lessee shall also pay to the lessor on the last day of each calendar month as rent or royalty the sum of one (1) cent for each pair of boots, shoes, or other footwear, or portions thereof, lasted or manufactured or prepared during the next preceding calendar month in any way, whether wholly or in part, by the aid of the leased machinery or any part thereof; **provided, however, that in**

all cases when the lessee shall pay to the lessor on or before the fifteenth day of the calendar month the rent or royalty due for the use of the leased machinery for the next preceding calendar month, the lessor will in consideration of such prompt payment grant a discount of fifty per cent. from such rent or royalty due for such preceding calendar month. If, for any cause, the leased machinery shall not be in use for twelve (12) consecutive months to the extent of its earning for the lessor at the rental and royalty herein provided to be paid (less all abatements) an amount equal to or in excess of seventy-five dollars (\$75) then the lessor may, by paying to the lessee a sum equal to one-third ($\frac{1}{3}$) of the sum paid by him as the lease premium hereunder, cancel and terminate this lease and license, and this option and condition shall be independent of any other options and conditions in this lease and license contained.

Six. The lessor may attach to the leased machinery, or any thereof, an indicator or indicators to register the number of revolutions or movements of any part or parts thereof, and the lessee shall not allow any person (other than the lessor or its agents) to disturb or interfere with such indicator or indicators. In case any indicator thus attached shall from any cause cease to correctly indicate or register, or shall be disturbed or out of repair, or if the glass covering any such indicator shall be removed or broken or injured, then, and as often as the same shall happen, the lessee shall immediately, by writing, notify the lessor, and at the same time explain the circumstances under which the same has happened. In case any such indicator ceases to indicate, or becomes or remains inaccurate, or the glass covering becomes or remains removed, broken, or injured, because of any fault of the lessee or any one in his employ, or because of the failure of the lessee to give promptly the notice hereinbefore provided for, then, without prejudice to any other rights of the lessor hereunder, the lessee shall pay the lessor as rent or royalty, without the right to any discount, the sum of one cent per pair for each pair of boots, shoes, or other footwear, or portions thereof, in the manufacture of which the leased machinery or any part thereof shall have been used. The

lessee shall keep full and accurate accounts, independently of any indicators that may be placed upon the leased machinery, showing the number of boots, shoes, and other footwear, or portions thereof, in the manufacture of which the leased machinery or any part thereof shall have been used, and shall allow the lessor at all times, by its agents or attorneys, to examine and to take copies of such accounts and entries of the lessee as may serve to determine the total number of boots, shoes, or other footwear or portions thereof made by the aid of the leased machinery or any part thereof, and the lessee shall produce all such accounts and entries upon request. The lessee shall require each of his operators upon the leased machinery or any part thereof to keep upon blanks or blank books to be furnished by the lessor accurate daily records of the number of boots, shoes, and other footwear, or portions thereof, in the making of which he has used the leased machinery or any part thereof, and shall require his operators to sign such records, and, if requested so to do by the lessor, shall verify the same under oath. The lessee shall send to the office of the lessor in Boston, on or before the fifth day of each calendar month, the original records for the next preceding calendar month kept by his operators as above provided for; and in case, in any calendar month, none of the leased machinery has been used, the lessee shall notify the lessor in writing of that fact, on or before the fifth day of the next succeeding calendar month. The lessee shall also furnish any further information which may be called for in relation to the leased machinery or the use thereof.

And that the following agreements, stipulations, and provisions are agreed to:—

Seven. If at any time the lessee shall fail or cease to use exclusively lasting machinery held by him under lease from the lessor for lasting all boots, shoes, and other footwear made by or for him, which are lasted by the aid of machinery, or shall fail or cease to use exclusively tacking mechanisms and appliances held by him under lease from the lessor, for doing all work in the manufacture of all boots, shoes, and other footwear made by or for him which is done by the aid of tacking mechanisms and appliances, the lessor,

although it may have waived or ignored prior instances of such failure or cessation, may at its option terminate forthwith by notice in writing this lease and license and any other lease or license of lasting machines, lasting machinery, lasting mechanisms, or lasting devices then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise; and the possession of and full right to and control of all the leased machinery and all lasting machines, lasting machinery, lasting mechanisms, and lasting devices held by the lessee under lease or license from the lessor or its assignors shall thereupon revert in the lessor free from all claims and demands whatsoever.

Eight. This lease and license shall continue, unless sooner terminated by the lessor because of breach thereof on the part of the lessee, or otherwise as herein provided, for seventeen years from the date hereof. But if any breach or default shall be made in the observance of any one or more of the conditions herein contained or contained in any other lease or license agreement subsisting between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and expressed to be obligatory upon the lessee, the lessor shall have the right, by notice in writing to the lessee, to terminate forthwith this lease and license, and also if the lessor so elects any other lease or license agreements then in force between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and this notwithstanding that previous breaches or defaults may have been unnoticed, waived, or condoned by or on behalf of the lessor. If, upon the expiration of the full term of this lease, the lessor does not request the return of the leased machinery, then the leased machinery shall continue to be held and used under and in accordance with the conditions of this lease and license, which shall thereupon be extended indefinitely as to term; but thereafter either the lessee or the lessor, upon sixty days' notice in writing to the other, may terminate this lease and license, whereupon the leased machinery shall be delivered forthwith to the lessor, as herein provided. Upon the expiration or termination of this lease and license or any extension thereof by notice or by reason of any default on the part

of the lessee as to the terms of this lease and license or any other lease or license from the lessor, or otherwise as herein provided, the lessee shall forthwith deliver the leased machinery to the lessor at its office or factory in good order, reasonable wear and tear alone excepted; and the lessee, for himself, his heirs, executors and administrators, hereby grants to the lessor, its successors and assigns, full right, power, and authority to enter upon the premises and into any factory, room, or any place where the leased machinery or any part thereof may be, and take possession thereof, and take away the same; and the lessee shall have no claim for the repayment of any sum or sums, or any part thereof, which he shall have paid as consideration for the grant of this lease and license or for rent or royalty, or otherwise in respect to the leased machinery.

Nine. A notice in writing, signed by the president, a vice-president or the treasurer of the lessor, or by any assignee of the lessor's rights hereunder, and posted by prepaid letter, addressed to the lessee or delivered at his usual or last known place of abode or business, that the lease and license hereby granted is determined or shall be determined at the expiration of a certain period, shall be a sufficient determination of the lease and license from the time of posting or delivering such notice, or from the expiration of the period therein mentioned, as the case may be. Any termination of this lease and license shall not release the lessee from his obligation to pay rent or royalty for the period prior to such termination, and shall be without prejudice to any other rights or remedies which the lessor may have for violation of contract, use of machines without right, or use of patented inventions without license.

Ten. The lessee admits the validity of each and every of the Letters Patent of the United States of America, owned by the lessor or under which it is licensed, any of the inventions of which are or hereafter may be embodied in the leased machinery. The lessee also agrees that he will not directly or indirectly infringe or contest the validity of, or the title of the lessor to, any of the patents referred to in the "Schedule of Patents" hereto annexed. The termination or cesser of this lease and license from any cause whatever shall not in any way affect the provisions of this clause,

or release or discharge the lessee from the admission and estoppel herein set forth.

Eleven. None of the terms or conditions of this lease and license shall be held to have been waived by any act or knowledge of the lessor, its agents or employees, but only by an instrument in writing, signed by the president, a vice-president, or the treasurer of the lessor.

Twelve. The term "lessor" shall include the said United Shoe Machinery Company and its successors and assigns. All the conditions and agreements binding on the lessee shall be binding on and enforceable against his legal representatives. In the construction of this instrument, words relating to the number and gender of the parties shall be read according to their real number and gender.

In witness whereof, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

UNITED SHOE MACHINERY CO. [SEAL]

by L. H. Baker, Secretary.

HANAN & SON.

☞ If lessee is a corporation, add corporate seal.

SCHEDULE OF PATENTS.

(Referred to in Article Ten herein.)

Number.	Dated.	Number.	Dated.
302,885	August 5, 1884.	500,225	June 27, 1893.
306,671	October 14, 1884.	500,319	June 27, 1893.
309,519	December 23, 1884.	501,872	July 18, 1893.
312,550	February 17, 1885.	501,873	July 18, 1893.
312,691	February 24, 1885.	507,551	October 31, 1893.
312,962	February 24, 1885.	513,384	January 23, 1894.
319,784	June 9, 1885.	516,074	March 6, 1894.
329,280	October 27, 1885.	517,947	April 10, 1894.
329,282	October 27, 1885.	521,954	June 26, 1894.
329,283	October 27, 1885.	521,975	June 26, 1894.
329,366	October 27, 1885.	524,445	August 14, 1894.
329,367	October 27, 1885.	524,446	August 14, 1894.

333,709	January 5, 1886.	524,447	August 14, 1894.
336,539	February 16, 1886.	536,780	April 2, 1895.
337,662	March 9, 1886.	537,269	April 9, 1895.
337,924	March 16, 1886.	537,270	April 9, 1895.
337,925	March 16, 1886.	539,065	May 14, 1895.
338,930	March 30, 1886.	545,052	August 27, 1895.
340,860	April 27, 1886.	548,671	October 29, 1895.
343,689	June 15, 1886.	548,862	October 29, 1895.
352,851	November 16, 1886.	552,834	January 7, 1896.
354,462	December 14, 1886.	558,011	April 7, 1896.
356,619	January 25, 1887.	558,026	April 14, 1896.
356,620	January 25, 1887.	558,043	April 14, 1896.
360,147	March 29, 1887.	560,896	May 26, 1896.
363,283	May 17, 1887.	561,189	June 2, 1896.
364,088	May 31, 1887.	566,831	September 1, 1896.
365,497	June 28, 1887.	568,463	September 29, 1896.
365,504	June 28, 1887.	569,182	October 13, 1896.
365,505	June 28, 1887.	569,231	October 13, 1896.
365,731	June 28, 1887.	569,357	October 13, 1896.
371,816	October 18, 1887.	569,590	October 13, 1896.
376,368	January 10, 1888.	571,339	November 17, 1896.
385,747	July 10, 1888.	571,404	November 17, 1896.
391,688	October 23, 1888.	571,429	November 17, 1896.
420,268	January 28, 1890.	571,509	November 17, 1896.
422,734	March 4, 1890.	583,404	May 25, 1897.
439,051	October 21, 1890.	588,568	August 24, 1897.
444,792	January 13, 1891.	588,569	August 24, 1897.
446,631	February 17, 1891.	601,933	April 5, 1898.
455,174	June 30, 1891.	601,934	April 5, 1898.
458,000	August 18, 1891.	601,935	April 5, 1898.
458,001	August 18, 1891.	601,936	April 5, 1898.
465,073	December 15, 1891.	601,937	April 5, 1898.
473,873	April 26, 1892.	601,938	April 5, 1898.
477,788	June 28, 1892.	601,939	April 5, 1898.
477,789	June 28, 1892.	601,940	April 5, 1898.
478,501	July 5, 1892.	691,941	April 5, 1898.
483,375	September 27, 1892.	601,942	April 5, 1898.

[Endorsed:]

United Shoe Machinery Co.

Lasting Machine Department. Ideal Lasting Machine.

Lease No. 303. Hanan & Son, Lessee.

Date, September 26, 1901. Ideal Lasting Machine, No. 389.

Rapid Lasting Machine (Foot Power), No.

Rapid Power Lasting Machine, No.

Rapid Loose Tacker, No. 332-333.

PLAINTIFF'S EXHIBIT 19.

[Put in Evidence, page 337.]

Lasting Machine Department.

[Form 601.]

Lease and License Number 2

Chase Lasting Machine.

This Lease and Agreement made at Boston in the State of Massachusetts this *sixteenth* day of *July* 1901, between the United Shoe Machinery Company, a corporation organized under the laws of the State of New Jersey, having an office in said Boston, hereinafter referred to as the lessor, of the one part, and *Fitzpatrick Shoe Company of Stoughton* in the State of *Massachusetts*, hereinafter referred to as the lessee, of the other part:

Witnesseth, that the lessor, in consideration of the covenants and agreements on the part of the lessee herein contained, does hereby lease to and license the lessee under its patents to use the machine or machines of the Lasting Machine Department of the lessor now or hereafter delivered to the lessee, and designated by number as follows, viz. :—

Chase Lasting Machine No. 124, 235

Chase Hand Tacker (Stop Motion) No. 1545, 2274

and any duplicate parts, extras, mechanisms and devices relating thereto, or used in connection therewith, now attached to or delivered with the said designated machine or machines, or which may at any time hereafter be obtained from the lessor, or be added thereto with the consent of the lessor (the whole of which machine or machines, duplicate parts, extras, mechanisms and devices, held by the lessee under these presents, whether now or hereafter deliv-

ered to or in the possession of the lessee, is hereinafter referred to as the "leased machinery"), subject to the conditions hereinafter contained.

And that the following are agreed to as conditions of the lease and license of the leased machinery, all of which the lessee covenants and agrees to keep and perform :—

One. The leased machinery shall at all times remain and be the sole and exclusive property of the lessor, and the lessee shall have no right of property therein, but only the right to use the same, upon the conditions herein contained. The leased machinery shall be used only by the lessee himself or by operatives in his direct employ, and only in the factory now occupied by him at *Stoughton* in the State of *Massachusetts*. The leased machinery shall not be transferred or delivered or sublet to any other person or corporation, and neither the lease nor the license hereby granted can be assigned by the lessee by his own act or by operation of law. If the lessee becomes insolvent or bankrupt, or has a receiving order made against him, or makes or executes any bill of sale, deed of trust or assignment for the benefit of his creditors or if a sale or lease or removal of the leased machinery, or any part thereof, without the consent in writing of the lessor, be made or attempted, or if any distress or execution or attachment be levied thereon, then and in each such case this lease and license and any other lease or license then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, shall at the option of the lessor cease and determine, and the possession of and full right to and control of all the leased machinery, and any machinery held by the lessee under any other lease or license from the lessor, whether as the result of assignment to the lessor or otherwise, shall thereupon revert in the lessor free from all claims or demands whatsoever. The lessor and its agents and employees shall at all times be given access to the leased machinery for the purpose of inspecting it or watching its use and operation, or of altering, repairing, improving or adding to it, or determining the nature or extent of its use, and the lessee shall afford all reasonable facilities therefor.

Two. The lessee shall at all times and at his own expense keep the leased machinery in good and efficient working order and condition, and shall not permit anyone to injure or deface or remove any plate, or dates, numbers, or other inscriptions now or hereafter impressed on or affixed to the leased machinery by the lessor. The lessee shall obtain from the lessor exclusively, and shall pay therefor at the regular prices from time to time established by the lessor, all the duplicate parts, extras, mechanisms and devices of every kind needed or used in operating, repairing, or renewing the leased machinery, and the same shall form part of the leased machinery, and the lessee shall not otherwise make or allow to be made any addition, subtraction or alteration to, from, or in the leased machinery without the consent in writing of the lessor, nor interfere with the proper operation of the same. The lessee shall also purchase from the lessor exclusively at the prices from time to time established by the lessor all supplies, including string nail, tack strips, and other fastening material used in connection with the leased machinery.

Three. The lessee shall at his own expense insure the leased machinery against loss by fire, and keep the same insured to the amount of Two Hundred (200) Dollars for each Chase Lasting Machine hereby leased and in case the same is lost or destroyed by fire, or otherwise, before the expiration or termination of this lease, then the lessee shall pay to the lessor upon demand the sum of Two Hundred (200) Dollars for each such Chase Lasting Machine and accessories as partial compensation for such loss or destruction. The lessee shall pay all taxes and assessments which shall be levied in respect to the leased machinery or in respect to this lease and license or the right to payments hereunder, upon whomsoever assessed.

Four. The lessee shall use the leased machinery to its full capacity on all boots, shoes, and other footwear made in his factory in the manufacture of which it can be used, but the leased machinery shall not nor shall any part thereof be used in the manufacture of any boots, shoes, or other footwear which are or shall be welted or the soles stitched on welt sewing or sole stitching machines not

leased to the lessee by the lessor or its assignor or in the manufacture of any turned boots, shoes, or other footwear, the soles of which are or shall be attached to their uppers by turn sewing machines not leased to the lessee by the lessor or its assignor, or in the manufacture of any boots, shoes, or other footwear which have been or shall be slugged, heel seat nailed, or otherwise partly made by the aid of any "Metallic" machinery not leased to the lessee by the lessor or its assignors.

Five. The lessee shall pay to the lessor on the last day of each calendar month as rent or royalty the sum of one and one half ($1\frac{1}{2}$) cents for each pair of long-legged boots and of one (1) cent for each pair of all other kinds of boots, shoes, or other footwear, or portions thereof, lasted or manufactured or prepared during the next preceding calendar month in any way, whether wholly or in part, by the aid of the leased machinery or any part thereof; **provided, however, that in all cases when the lessee shall pay to the lessor on or before the fifteenth day of the calendar month the rent or royalty due for the use of the leased machinery for the next preceding calendar month, the lessor will in consideration of such prompt payment grant a discount of fifty per cent. from such rent or royalty due for such preceding calendar month.** The lessee guarantees that the rent or royalty herein provided (less all abatements) shall amount in each calendar year, ending December 31, to at least ten (10) dollars for each calendar month and at the end of each such calendar year the lessee shall pay to the lessor the amount, if any, by which the rent or royalty paid for said year is less than such guaranteed rent or royalty; provided, however, that if in any calendar year the factory of the lessee remains wholly idle for any entire calendar month, then the amount of rent or royalty guaranteed for that year shall be reduced by one-twelfth for each such month that the factory thus remains wholly idle.

Six. The lessor may attach to the leased machinery, or any thereof, an indicator or indicators to register the number of revolutions or movements of any part or parts thereof, and the lessee shall not allow any person (other than the lessor or its agents) to

disturb or interfere with such indicator or indicators. In case any indicator thus attached shall from any cause cease to correctly indicate or register, or shall be disturbed or out of repair, or if the glass covering any such indicator shall be removed or broken or injured, then and as often as the same shall happen the lessee shall immediately by writing notify the lessor and at the same time explain the circumstances under which the same has happened. In case any such indicator ceases to indicate or becomes or remains inaccurate or the glass covering becomes or remains removed, broken, or injured because of any fault of the lessee or any one in his employ, or because of the failure of the lessee to give promptly the notice hereinbefore provided for, then, without prejudice to any other rights of the lessor hereunder, the lessee shall pay the lessor as rent or royalty, without the right to any discount, one and one-half ($1\frac{1}{2}$) cents per pair for each pair of boots, shoes, or other footwear, or portions thereof, in the manufacture of which the leased machinery, or any part thereof, shall have been used. The lessee shall keep full and accurate accounts, independently of any indicators that may be placed upon the leased machinery, showing the number of each kind of boots, shoes, and other footwear, or portions thereof, in the manufacture of which the leased machinery, or any part thereof, shall have been used, and shall allow the lessor at all times, by its agents or attorneys, to examine and to take copies of such accounts and entries of the lessee as may serve to determine the total number of boots, shoes, or other footwear, or portions thereof, made by the aid of the leased machinery or any part thereof, and the lessee shall produce all such accounts and entries upon request. The lessee shall require each of his operators upon the leased machinery, or any part thereof, to keep, upon blanks or blank books to be furnished by the lessor, accurate daily records of the number of each kind of boots, shoes, and other footwear, or portions thereof, in the making of which he has used the leased machinery or any part thereof, and shall require his operators to sign such records, and, if requested so to do by the lessor, shall verify the same under oath. The lessee shall send to the office of the lessor in Boston, on or before the fifth day of each

calendar month, the original records for the next preceding calendar month kept by his operators as above provided for; and in case, in any calendar month, none of the leased machinery has been used, the lessee shall notify the lessor in writing of that fact, on or before the fifth day of the next succeeding calendar month. The lessee shall also furnish any further information which may be called for in relation to the leased machinery or the use thereof.

And that the following agreements, stipulations, and provisions are agreed to: —

Seven. If at any time the lessee shall fail or cease to use exclusively lasting machinery held by him under lease from the lessor for lasting all boots, shoes, and other footwear made by or for him, which are lasted by the aid of machinery, or shall fail or cease to use exclusively tacking mechanisms and appliances held by him under lease from the lessor, for doing all work in the manufacture of all boots, shoes, and other footwear made by or for him which is done by the aid of tacking mechanisms and appliances, the lessor, although it may have waived or ignored prior instances of such failure or cessation, may at its option terminate forthwith by notice in writing this lease and license and any other lease or license of lasting machines, lasting machinery, lasting mechanisms, or lasting devices then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise; and the possession of and full right to and control of all the leased machinery and all lasting machines, lasting machinery, lasting mechanisms, and lasting devices held by the lessee under lease or license from the lessor or its assignors shall thereupon revert in the lessor free from all claims and demands whatsoever.

Eight. This lease and license shall continue, unless sooner terminated by the lessor because of breach thereof on the part of the lessee, or otherwise as herein provided, for seventeen years from the date hereof. But if any breach or default shall be made in the observance of any one or more of the conditions herein contained or contained in any other lease or license agreement subsisting between the lessor and the lessee whether as the result of assignment to the lessor or otherwise and expressed to be obligatory upon

the lessee, the lessor shall have the right by notice in writing to the lessee to terminate forthwith this lease and license, and also if the lessor so elects any other lease or license agreements then in force between the lessor and the lessee whether as the result of assignment to the lessor or otherwise, and this notwithstanding that previous breaches or defaults may have been unnoticed, waived or condoned by or on behalf of the lessor. If, upon the expiration of the full term of this lease, the lessor does not request the return of the leased machinery, then the leased machinery shall continue to be held and used under and in accordance with the conditions of this lease and license, which shall thereupon be extended indefinitely as to term; but thereafter either the lessee or the lessor, upon sixty days' notice in writing to the other, may terminate this lease and license, whereupon the leased machinery shall be delivered forthwith to the lessor, as herein provided. Upon the expiration or termination of this lease and license or any extension thereof by notice or by reason of any default on the part of the lessee as to the terms of this lease and license or any other lease or license from the lessor, or otherwise as herein provided, the lessee shall forthwith deliver the leased machinery to the lessor at its office or factory in good order, reasonable wear and tear alone excepted; and shall thereupon pay to the lessor the sum of One Hundred (100) Dollars for each Chase Lasting Machine and its accessories as compensation for setting up the leased machinery in his factory, for instructing operators and for deterioration of the leased machinery, and the lessee for himself, his heirs, executors, and administrators, hereby grants to the lessor, its successors and assigns, full right, power and authority to enter upon the premises and into any factory, room, or any place where the leased machinery, or any part thereof may be, and take possession thereof, and take away the same; and the lessee shall have no claim for the repayment of any sum or sums, or any part thereof, which he shall have paid as consideration for the grant of this lease and license or for rent or royalty, or otherwise in respect to the leased machinery. The lessee shall also without prejudice to any other rights and remedies of the lessor hereunder pay to the lessor such sums as may be

necessary to put the leased machinery in suitable order and condition to lease to another lessee as well as paying the freight expense of returning the same.

Nine. A notice in writing, signed by the president, a vice-president, or the treasurer of the lessor or by any assignee of the lessor's rights hereunder and posted by prepaid letter, addressed to the lessee or delivered at his usual or last known place of abode or business, that the lease and license hereby granted is determined or shall be determined at the expiration of a certain period, shall be a sufficient determination of the lease and license from the time of posting or delivering such notice, or from the expiration of the period therein mentioned, as the case may be. Any termination of this lease and license shall not release the lessee from his obligation to pay rent or royalty for the period prior to such termination, and shall be without prejudice to any other rights or remedies which the lessor may have for violation of contract, use of machines without right or use of patented inventions without license.

Ten. The lessee admits the validity of each and every of the Letters Patent of the United States of America, owned by the lessor or under which it is licensed, any of the inventions of which are or hereafter may be embodied in the leased machinery. The lessee also agrees that he will not directly or indirectly infringe or contest the validity of or the title of the lessor to any of the patents referred to in the "Schedule of Patents" hereto annexed. The termination or cesser of this lease and license from any cause whatever shall not in any way affect the provisions of this clause or release or discharge the lessee from the admission and estoppel herein set forth.

Eleven. None of the terms or conditions of this lease and license shall be held to have been waived by any act or knowledge of the lessor, its agents or employees, but only by an instrument in writing, signed by the president, a vice-president, or the treasurer of the lessor.

Twelve. The term "lessor" shall include the said United Shoe Machinery Company and its successors and assigns. All the con-

ditions and agreement binding on the lessee shall be binding on and enforceable against his legal representatives. In the construction of this instrument, words relating to the number and gender of the parties shall be read according to their real number and gender.

In Witness Whereof, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

UNITED SHOE MACHINERY CO. [SEAL]

L. H. Baker, Secretary.

[SEAL]

FITZPATRICK SHOE CO.

by John C. Kelly, Mgr.

☞ If lessee is a corporation, add corporate seal.

SCHEDULE OF PATENTS.

(Referred to in Article Ten herein.)

Number.	Dated.	Number.	Dated.
302,885	August 5, 1884.	524,446	August 14, 1894.
306,671	October 14, 1884.	524,447	August 14, 1894.
309,519	December 23, 1884.	536,780	April 2, 1895.
312,550	February 17, 1885.	537,269	April 9, 1895.
312,962	February 24, 1885.	537,270	April 9, 1895.
319,784	June 9, 1885.	539,065	May 14, 1895.
337,662	March 9, 1886.	545,052	August 27, 1895.
337,924	March 16, 1886.	548,671	October 29, 1895.
337,925	March 16, 1886.	548,862	October 29, 1895.
338,930	March 30, 1886.	558,011	April 7, 1896.
340,860	April 27, 1886.	561,189	June 2, 1896.
352,851	November 16, 1886.	566,831	September 1, 1896.
356,619	January 25, 1887.	569,182	October 13, 1896.
356,620	January 25, 1887.	569,231	October 13, 1896.
363,283	May 17, 1887.	569,590	October 13, 1896.
364,088	May 31, 1887.	571,339	November 17, 1896.
371,816	October 18, 1887.	571,404	November 17, 1896.
376,368	January 10, 1888.	571,429	November 17, 1896.
391,688	October 23, 1888.	571,509	November 17, 1896.
444,792	January 13, 1891.	601,933	April 5, 1898.

458,000	August 18, 1891.	601,934	April 5, 1898.
458,001	August 18, 1891.	601,935	April 5, 1898.
473,873	April 26, 1892.	601,936	April 5, 1898.
477,788	June 28, 1892.	601,937	April 5, 1898.
477,789	June 28, 1892.	601,938	April 5, 1898.
478,501	July 5, 1892.	601,939	April 5, 1898.
483,375	September 27, 1892.	601,940	April 5, 1898.
507,551	October 31, 1893.	601,941	April 5, 1898.
516,074	March 6, 1894.	601,942	April 5, 1898.
524,445	August 14, 1894.		

[Endorsed:]

United Shoe Machinery Company.
 Lasting Machine Department. Chase Lasting Machine.
 Lease No. 2 Fitzpatrick Shoe Co., Lessee.

Date, July 16 1901.
 Chase Lasting Machine No. 124, 235.
 Chase Hand Tacker No. 1545, 2274
 Old form See other lease No. 2

PLAINTIFF'S EXHIBIT 20.

[Put in Evidence, page 338.]

Lasting Machine Department.

[Form 803.]

Lease and License Nunmber 263.
 McKay & Copeland Lasting Machine.

This Lease and Agreement made at Boston in the State of Massachusetts this *First* day of *June* 1903, between the United Shoe Machinery Company, a corporation organized under the laws of the State of New Jersey, having an office in said Boston, hereinafter referred to as the lessor, of the one part, and *Parker & Peakes Company* of *Bangor* in the State of *Maine*, hereinafter referred to as the lessee, of the other part:

Witnesseth, that the lessor, in consideration of the covenants and agreements on the part of the lessee herein contained, does hereby lease to and license the lessee under its patents to use

McKay & Copeland Lasting Machine, No. 312, 316, 319, 321,
 Brock Hand Tacker, No. 569, 573, 576, 582, 567,

Copeland Pinking Machine, No. 319, 320, 321, 331, now or hereafter delivered to the lessee and any duplicate parts, extras, mechanisms and devices relating thereto, or used in connection therewith, now attached to or delivered with the said designated machine or machines or which may at any time hereafter be obtained from the lessor, or be added thereto with the consent of the lessor (the whole of which machine or machines, duplicate parts, extras, mechanisms and devices, held by the lessee under these presents, whether now or hereafter delivered to or in the possession of the lessee, is hereinafter referred to as the "leased machinery"), subject to the conditions hereinafter contained.

And that the following are agreed to as conditions of the lease and license of the leased machinery, all of which the lessee covenants and agrees to keep and perform :—

One. The leased machinery shall at all times remain and be the sole and exclusive property of the lessor, and the lessee shall have no right of property therein but only the right to use the same, upon the conditions herein contained. The leased machinery shall be used only by the lessee himself, or by operatives in his direct employ, and only in the factory now occupied by him at *Bangor* in the State of *Maine*. The leased machinery shall not be transferred or delivered or sublet to any other person or corporation, and neither the lease nor the license nor the license hereby granted can be assigned by the lessee by his own act or by operation of law. If the lessee becomes insolvent or bankrupt, or has a receiving order made against him, or makes or executes any bill of sale, deed of trust or assignment for the benefit of his creditors, or if a sale or lease or removal of the leased machinery, or any part thereof, without the consent in writing of the lessor, be made or attempted, or if any distress or execution or attachment be levied thereon, then and in each such case this lease and license and any other lease or license then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, shall at the option of the lessor cease and determine, and the possession of and full right to and control of all the leased machinery, and any machinery held by the lessee under any other

lease or license from the lessor, whether as the result of assignment to the lessor or otherwise, shall thereupon revert in the lessor free from all claims or demands whatsoever. The lessor and its agents and employees shall at all times be given access to the leased machinery for the purpose of inspecting it or watching its use and operation, or of altering, repairing, improving, or adding to it, or determining the nature or extent of its use, and the lessee shall afford all reasonable facilities therefor.

Two. The lessee shall at all times and at his own expense keep the leased machinery in good and efficient working order and condition, and shall not permit any one to injure or deface or remove any plate, or dates, numbers, or other inscriptions now or hereafter impressed on or affixed to the leased machinery by the lessor. The lessee shall obtain from the lessor exclusively, and shall pay therefor at the regular prices from time to time established by the lessor, all the duplicate parts, extras, mechanisms and devices of every kind needed or used in operating, repairing, or renewing the leased machinery, and the same shall form part of the leased machinery, and the lessee shall not otherwise make or allow to be made any addition, subtraction, or alteration to, from, or in the leased machinery without the consent in writing of the lessor, nor interfere with the proper operation of the same. The lessee shall also purchase from the lessor exclusively at the prices from time to time established by the lessor all string-nail, tack strips and other fastening material used in or in connection with the leased machinery.

Three. The lessee shall pay all taxes and assessments which shall be levied in respect to the leased machinery, or in respect to this lease and license, or the right to payments hereunder upon whomsoever assessed.

Four. The lessee shall use the leased machinery to its full capacity on all boots, shoes, and other footwear made in his factory in the manufacture of which it can be used, but the leased machinery shall not nor shall any part thereof be used in the manufacture of any boots shoes, or other footwear which are or are to be welted or the soles stitched or attached to their uppers by welting or stitching or sewing

machines not leased to the lessee by the lessor or its assignors, or in the manufacture of any boots, shoes, or other footwear which have been or shall be pegged, slugged, heel seat nailed, or otherwise partly made by the aid of any pegging or "metallic" machinery not leased to the lessee by the lessor or its assignors, or in the manufacture of any boots, shoes or other footwear, the heels of which have been or are to be compressed or prepared by the lessee in whole or in part or shall be attached by any "heeling" machinery not leased to the lessee by the lessor or its assignors.

Five. The lessee shall pay to the lessor immediately after the execution hereof as a lease premium the sum of dollars, and the lessee shall also pay to the lessor on the last day of each calendar month as rent or royalty the sum of one and one-half ($1\frac{1}{2}$) cents for each pair of long-legged boots and of one (1) cent for each pair of all other kinds of boots, shoes, and other footwear, or portions thereof, lasted or manufactured or prepared during the next preceding calendar month in any way, whether wholly or in part, by the aid of the leased machinery or any part thereof; **provided, however, that in all cases when the lessee shall pay to the lessor on or before the fifteenth day of the calendar month the rent or royalty due for the use of the leased machinery for the next preceding calendar month, the lessor will in consideration of such prompt payment grant a discount of fifty per cent. from such rent or royalty due for such preceding calendar month.** If, for any cause, the leased machinery shall not be in use for twelve (12) consecutive months to the extent of its earning for the lessor at the rental and royalty herein provided to be paid (less all abatements) an amount equal to or in excess of one hundred and twenty-five dollars (\$125) for each McKay & Copeland Lasting Machine hereby leased, then the lessor may, by paying to the lessee a sum equal to one-third ($\frac{1}{3}$) of the sum paid by the lessee to the lessor as above set forth as the lease premium hereunder, cancel and terminate this lease and license, and this option and condition shall be independent of any other options and conditions in this lease and license contained.

Six. The lessor may attach to the leased machinery, or any

thereof, an indicator or indicators to register the number of revolutions or movements of any part or parts thereof, and the lessee shall not allow any person (other than the lessor or its agents) to disturb or interfere with such indicator or indicators. In case any indicator thus attached shall from any cause cease to correctly indicate or register, or shall be disturbed or out of repair, or if the glass covering any such indicator shall be removed or broken or injured, then, and as often as the same shall happen, the lessee shall immediately, by writing, notify the lessor, and at the same time explain the circumstances under which the same has happened. In case any such indicator ceases to indicate, or becomes or remains inaccurate, or the glass covering becomes or remains removed, broken or injured, because of any fault of the lessee or any one in his employ, or because of the failure of the lessee to give promptly the notice hereinbefore provided for, then, without prejudice to any other rights of the lessor hereunder, the lessee shall pay the lessor as rent or royalty, without the right to any discount, the sum of two cents per pair for each pair of boots, shoes, and other footwear, or portions thereof, in the manufacture of which the leased machinery or any part thereof shall have been used. The lessee shall keep full and accurate accounts, independently of any indicators that may be placed upon the leased machinery, showing the number of each kind of boots, shoes, and other footwear, or portions thereof, in the manufacture of which the leased machinery or any part thereof shall have been used, and shall allow the lessor at all times, by its agents or attorneys, to examine and to take copies of such accounts and entries of the lessee as may serve to determine the total number of boots, shoes and other footwear or portions thereof made by the aid of the leased machinery or any part thereof, and the lessee shall produce all such accounts and entries upon request. The lessee shall require each of his operators upon the leased machinery or any part thereof to keep upon blanks or blank books to be furnished by the lessor accurate daily records of the number of each kind of boots, shoes, and other footwear, or portions thereof, in the making of which he has used the leased machinery or any part thereof,

and shall require his operators to sign such records, and, if requested so to do by the lessor, shall verify the same under oath. The lessee shall send to the office of the lessor in Boston, on or before the fifth day of each calendar month, the original records for the next preceding calendar month kept by his operators as above provided for; and in case, in any calendar month, none of the leased machinery has been used, the lessee shall notify the lessor in writing of that fact, on or before the fifth day of the next succeeding calendar month. The lessee shall also furnish any further information which may be called for in relation to the leased machinery or the use thereof.

And that the following agreements, stipulations, and provisions are agreed to:—

Seven. If at any time the lessee shall fail or cease to use exclusively lasting machinery held by him under lease from the lessor for lasting all boots, shoes, and other footwear made by or for him, which are lasted by the aid of machinery, or shall fail or cease to use exclusively lasting and tacking mechanisms and appliances held by him under lease from the lessor, for doing all work in the manufacture of all boots, shoes, and other footwear made by or for him which is done by the aid of lasting and tacking mechanisms and appliances, the lessor, although it may have waived or ignored prior instances of such failure or cessation, may at its option terminate forthwith by notice in writing this lease and license and any other leases or licenses of lasting machines, lasting machinery, and lasting and tacking mechanisms and appliances then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise; and the possession of and full right to and control of all the leased machinery and all lasting machines, lasting machinery, and lasting and tacking mechanisms and appliances held by the lessee under lease or license from the lessor or its assignors shall thereupon revert in the lessor free from all claims and demands whatsoever.

Eight. This lease and license shall continue, unless sooner terminated by the lessor because of breach thereof on the part of the lessee, or otherwise as herein provided, for seventeen years from

the date hereof. But if any breach or default shall be made in the observance of any one or more of the conditions herein contained or contained in any other lease or license agreement subsisting between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and expressed to be obligatory upon the lessee, the lessor shall have the right, by notice in writing to the lessee, to terminate forthwith this lease and license, and also if the lessor so elects any other lease or license agreements then in force between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and this notwithstanding that previous breaches or defaults may have been unnoticed, waived, or condoned by or on behalf of the lessor. If, upon the expiration of the full term of this lease, the lessor does request the return of the leased machinery, then the leased machinery shall continue to be held and used under and in accordance with the conditions of this lease and license, which shall thereupon be extended indefinitely as to term; but thereafter either the lessee or the lessor, upon sixty days' notice in writing to the other, may terminate this lease and license, whereupon the leased machinery shall be delivered forthwith to the lessor, as herein provided. Upon the expiration of this lease and license or any extension thereof or its termination by notice or by reason of any default on the part of the lessee as to the terms of this lease and license or any other lease or license from the lessor, or otherwise in any manner whatsoever, the lessee shall forthwith deliver the leased machinery to the lessor at its office or factory in good order, reasonable wear and tear alone excepted; and the lessee, for himself, his heirs, executors and administrators, hereby grants to the lessor, its successors and assigns, full right, power, and authority to enter upon the premises and into any factory, room, or any place where the leased machinery or any part thereof may be, and take possession thereof, and take away the same; and in no case (excepting in the event of the exercise by the lessor of the option to terminate, provided for in Article Five hereof, for failure to use to the amount therein provided) shall the lessee have any claim for the repayment of any sum or sums or any part thereof, which

he shall have paid as consideration for the grant of this lease and license or for rent or royalty, or otherwise in respect to the leased machinery.

Nine. A notice in writing, signed by the president, a vice-president, or the treasurer of the lessor, or by any assignee of the lessor's rights hereunder, and posted by prepaid letter, addressed to the lessee or delivered at his usual or last known place of abode or business, that the lease and license hereby granted is determined or shall be determined at the expiration of a certain period, shall be a sufficient determination of the lease and license from the time of posting or delivering such notice, or from the expiration of the period therein mentioned, as the case may be. Any termination of this lease and license shall not release the lessee from his obligation to pay rent for royalty for the period prior to such termination, and shall be without prejudice to any other rights or remedies which the lessor may have for violation of contract, use of machines without right, or use of patented inventions without license.

Ten. The lessee admits the validity of each and every of the Letters Patent of the United States of America, owned by the lessor or under which it is licensed, any of the inventions of which are or hereafter may be embodied in the leased machinery. The lessee also agrees that he will not directly or indirectly infringe or contest the validity of, or the title of the lessor to, any of the patents referred to in the "Schedule of Patents" hereto annexed. The termination or cesser of this lease and license from any cause whatever shall not in any way affect the provisions of this clause, or release or discharge the lessee from the admission and estoppel herein set forth.

Eleven. None of the terms or conditions of this lease and license shall be held to have been waived by any act or knowledge of the lessor, its agents or employees, but only by an instrument in writing, signed by the president, a vice-president, or the treasurer of the lessor.

Twelve. The term "lessor" shall include the said United Shoe Machinery Company and its successors and assigns. All the con-

ditions and agreements binding on the lessee shall be binding on and enforceable against his legal representatives. In the construction of this instrument, words relating to the number and gender of the parties shall be read according to their real number and gender.

In witness whereof, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.


PARKER & PEAKES CO.

[SEAL]

By G. W. Parker, Prest.

UNITED SHOE MACHINERY CO. [SEAL]

Meylert Bruner, Secretary.

 If lessee is a corporation, add corporate seal.

SCHEDULE OF PATENTS.

(Referred to in Article Ten herein.)

Number	Dated.	Number.	Dated.
352,851	November 16, 1886.	537,269	April 9, 1895.
354,462	December 14, 1886.	537,270	April 9, 1895.
356,619	January 25, 1887.	539,065	May 14, 1895.
356,620	January 25, 1887.	545,052	August 27, 1895.
360,147	March 29, 1887.	548,671	October 29, 1895.
363,283	May 17, 1887.	548,862	October 29, 1895.
364,088	May 31, 1887.	552,834	January 7, 1896.
365,497	June 28, 1887.	552,343	January 21, 1896.
365,504	June 28, 1887.	558,011	April 7, 1896.
365,505	June 28, 1887.	558,026	April 14, 1896.
365,731	June 28, 1887.	558,043	April 14, 1896.
371,816	October 18, 1887.	560,896	May 26, 1896.
376,368	January 10, 1888.	561,189	June 2, 1896.
385,557	July 3, 1888.	566,831	September 1, 1896.
385,747	July 10, 1888.	568,463	September 29, 1896.
391,688	October 23, 1888.	569,182	October 13, 1896.
418,694	January 7, 1890.	569,231	October 13, 1896.
420,268	January 28, 1890.	569,357	October 13, 1896.
422,734	March 4, 1890.	569,590	October 13, 1896.
439,051	October 21, 1890.	570,220	October 27, 1896.

444,792	January 13, 1891.	571,339	November 17, 1896.
446,631	February 17, 1891.	571,404	November 17, 1896.
455,174	June 30, 1891.	571,429	November 17, 1896.
458,000	August 18, 1891.	571,509	November 17, 1896.
458,001	August 18, 1891.	583,404	May 25, 1897.
465,073	December 15, 1891.	583,674	June 1, 1897.
473,873	April 26, 1892.	588,568	August 24, 1897.
477,788	June 28, 1892.	588,569	August 24, 1897.
477,789	June 28, 1892.	590,639	September 28, 1897.
478,501	July 5, 1892.	595,809	December 21, 1897.
483,375	September 27, 1892.	596,308	December 28, 1897.
500,225	June 27, 1893.	596,323	December 28, 1897.
500,319	June 27, 1893.	596,325	December 28, 1897.
501,872	July 18, 1893.	601,933	April 5, 1898.
501,873	July 18, 1893.	601,934	April 5, 1898.
507,550	October 31, 1893.	601,935	April 5, 1898.
507,551	October 31, 1893.	601,936	April 5, 1898.
513,384	January 23, 1894.	601,937	April 5, 1898.
516,074	March 6, 1894.	601,938	April 5, 1898.
517,947	April 10, 1894.	601,939	April 5, 1898.
521,954	June 26, 1894.	601,940	April 5, 1898.
521,975	June 26, 1894.	601,941	April 5, 1898.
524,444	August 14, 1894.	601,942	April 5, 1898.
524,445	August 14, 1894.	609,426	August 23, 1898.
524,446	August 14, 1894.	618,085	January 24, 1899.
524,447	August 14, 1894.	635,124	October 17, 1899.
536,780	April 2, 1895.	635,129	October 17, 1899.

[Endorsed:]

United Shoe Machinery Company.
 Lasting Machine Department.
 McKay & Copeland Lasting Machine.
 License No. 263.

Parker & Peakes Co., Lessee.

Date, June 1, 1903.

McKay & Copeland Lasting Machine, No. 312, 316, 319, 321.

Brock Hand Tacker, No. 569, 573, 576, 582, 567.

Copeland Pinking Machine, No. 319, 320, 321, 331.

PLAINTIFF'S EXHIBIT 21.

[Put in Evidence, page 339.]

Lasting Machine Department.

(1207.)

Lease and License Agreement Number .

U. S. M. Co. Lasting Machine No. 5.

This Agreement made at Boston, in the State of Massachusetts, this day of , 19 , between the United Shoe Machinery Company, a corporation organized under the laws of the State of New Jersey, having an office in said Boston, hereinafter referred to as the lessor, of the one part, and of in the State of , hereinafter referred to as the lessee, of the other part :

Witnesseth, that the lessor, in consideration of the covenants and agreements on the part of the lessee herein contained, does hereby lease to and license the lessee under any letters patent belonging to the lessor or under which the lessor has the right to grant such license affecting any inventions which are now or hereafter shall be embodied therein or employed in the operation thereof, to use the machine or machines of the Lasting Machine Department of the lessor now or hereafter delivered to the lessee and designated by number or numbers in the following schedule, viz :—

SCHEDULE OF MACHINES.

U. S. M. Co. Lasting Machine(s) No. 5, No(s).

Loose Tacker(s), No(s).

and any duplicate parts, extras, mechanisms and devices relating thereto, or used in connection therewith, now attached to or delivered with the said designated machine or machines or which may at any time hereafter be obtained from the lessor, or be added thereto by or with the consent of the lessor (the whole of which machine or machines, duplicate parts, extras, mechanisms and devices held by the lessee under these presents, whether now or hereafter delivered to or in the possession of the lessee, is hereinafter referred to as the "leased machinery"), subject to the conditions hereinafter contained.

And that the following are agreed to as conditions of this agree-

ment, all of which the lessee covenants and agrees to keep and perform:—

One. The leased machinery shall at all times remain and be the sole and exclusive property of the lessor, and the lessee shall have no right of property therein, but only the right to use the same, upon the conditions herein contained. The leased machinery shall be used only by the lessee himself or by operatives in his direct employ, and only in the factory now occupied by him at in the State of unless the lessor shall by an instrument in writing signed by its president, vice-president or treasurer authorize the lessee to remove the leased machinery and to use the same elsewhere. The leased machinery shall not be transferred or delivered or sublet to any other person or corporation, and neither this agreement nor the lease nor the license hereby granted can be assigned by the lessee by his own act or by operation of law. If the lessee becomes insolvent or bankrupt, or has a receiving order made against him, or makes or executes any bill of sale, deed of trust or assignment for the benefit of his creditors, or if a sale, mortgage, lease or unauthorized removal of the leased machinery, or any part thereof, be made or attempted, or if any distress or execution or attachment be levied thereon, then and in each such case any or all leases of or licenses to use machinery then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, shall at the option of the lessor cease and determine, and the possession of and full right to and control of all machinery the leases or licenses of which are so terminated, shall thereupon revert in the lessor free from all claims and demands whatsoever. The lessor and its agents and employees shall at all times be given access to the leased machinery for the purpose of inspecting it or watching its use and operation, or of altering, repairing, improving, or adding to it, or determining the nature or extent of its use, and the lessee shall afford all reasonable facilities therefor.

Two. The lessee shall at all times and at his own expense keep the leased machinery in good and efficient working order and condition, and shall not permit any one to injure or deface or remove

any plate, or dates, numbers, or other inscriptions now or hereafter impressed on or affixed to the leased machinery by the lessor. The lessee shall obtain from the lessor exclusively, and shall pay therefor at the regular prices from time to time established by the lessor, all the duplicate parts, extras, mechanisms and devices, of every kind needed or used in operating, repairing, or renewing the leased machinery, and the same shall form part of the leased machinery, and the lessee shall not otherwise make or allow to be made any addition, subtraction or alteration to, from, or in the leased machinery, nor interfere with the proper operation of the same.

Three. The leased machinery shall at all times, until the expiration or termination of the lease thereof and license to use the same hereby granted and the re-delivery of the leased machinery into the possession of the lessor as hereinafter provided, be held at the sole risk of the lessee from injury, loss or destruction, and in case any machine or machines hereby leased shall be destroyed by fire or otherwise before such expiration or termination and re-delivery, the lessee shall pay to the lessor upon demand the sum of Two Hundred and Twenty-five Dollars (\$225) in respect to each lasting machine so destroyed as partial reimbursement to the lessor for such destruction, and the lessee shall forthwith return whatever remains of all the machinery so destroyed to the lessor at Beverly, Massachusetts.

Four. The lessee shall pay all taxes and assessments which shall be assessed in respect to the leased machinery or other machinery of the lessor held by the lessee under lease or license upon whomsoever assessed. All taxes or assessments in respect to leases, licenses or agreements covering machinery, or the rights to payments thereunder, shall be construed, for the purposes of this article, to be assessed in respect to the machinery itself. In case at any time any unapportioned tax or assessment shall be assessed to the lessor in respect in part but not wholly to machinery of the lessor in the possession of the lessee the lessee shall pay to the lessor such proportionate part of the total amount of said unapportioned tax or assessment as the fair valuation, to be determined by the

lessor, of said machinery of the lessor in the possession of the lessee bears to the fair valuation, to be determined by the lessor, of all machinery (excepting machinery, if any, in the lessor's own possession) in respect to which the unapportioned tax or assessment has been assessed; provided, however, that if such unapportioned tax or assessment includes any tax or assessment in respect to tangible property in the lessor's own possession the amount thereof, based, at the established rate, upon the fair valuation, to be determined by the lessor, of such property, shall first be deducted and the lessee shall pay his proportionate part as aforesaid of the balance only of said unapportioned tax or assessment after such deduction has been made.

Five. The leased machinery shall be used for no other purpose than for lasting boots, shoes or other footwear made by or for the lessee. The leased machinery shall not nor shall any part thereof be used in the manufacture or preparation of any welted boots, shoes or other footwear or portions thereof which have been or shall be welted in whole or in part or the soles in whole or in part stitched by the aid of any welt sewing or sole stitching machinery not held by the lessee under lease from the lessor, or in the manufacture or preparation of any turned boots, shoes or other footwear or portions thereof the soles of which have been or shall be in whole or in part attached to their uppers by the aid of any turn sewing machinery not held by the lessee under lease from the lessor or in the manufacture of any boots, shoes or other footwear which have been or shall be in whole or in part pulled over, slugged, heel seat nailed or otherwise partly made by the aid of any pulling over or "Metallic" machinery not held by the lessee under lease from the lessor. Subject to the foregoing limitations, the lessee shall use the leased machinery to its full capacity upon all boots, shoes or other footwear or portions thereof made by or for the lessee in the manufacture or preparation of which such machinery is capable of being used.

Six. The lessee shall pay to the lessor on the last day of each calendar month as rent or royalty the sum of one and one-quarter ($1\frac{1}{4}$) cents for each pair of boots, shoes or other footwear, or por-

tions thereof, lasted or manufactured or prepared during the next preceding calendar month in any way, whether wholly or in part, by the aid of the leased machinery or any part thereof; **provided, however, that in all cases when the lessee shall pay to the lessor on or before the fifteenth day of the calendar month the rent or royalty due for the use of the leased machinery for the next preceding calendar month, the lessor will in consideration of such prompt payment grant a discount of fifty per cent. from such rent or royalty due for such preceding calendar month.** The lessee guarantees that for each Lasting Machine hereby leased the rent or royalty herein provided (less all abatements) shall amount in each calendar year, ending December 31, to at least ten (10) dollars for each calendar month and at the end of each such calendar year the lessee shall pay to the lessor the amount, if any, by which the rent or royalty paid for said year is less than such guaranteed rent or royalty.

Seven. The lessor may attach to the leased machinery or any thereof an indicator or indicators to register the number of revolutions or movements of any part or parts thereof, and the lessee shall not allow any person (other than the lessor or its agents) to disturb or interfere with any such indicator or indicators. In case any indicator thus attached shall from any cause cease to correctly indicate or register, or shall be disturbed or out of repair, or if the glass covering any such indicator shall be removed or broken or injured, then and as often as the same shall happen the lessee shall immediately by writing notify the lessor and at the same time explain the circumstances under which the same has happened. In case any such indicator ceases to indicate, or becomes or remains inaccurate, or the glass covering becomes or remains removed, broken, or injured, because of any fault of the lessee or any one in his employ, or because of the failure of the lessee to give promptly the notice hereinbefore provided for, then, without prejudice to any other rights or remedies of the lessor hereunder, the lessee shall pay the lessor as rent or royalty, without the right to any discount, the sum of one and one-quarter ($1\frac{1}{4}$) cents per pair for each pair of boots, shoes or other footwear or portions thereof, in the manu-

facture or preparation of which the leased machinery or any part thereof shall have been used. The lessee shall keep full and accurate accounts, independently of any indicators that may be placed upon the leased machinery, showing the number of boots, shoes and other footwear, or portions thereof, in the manufacture or preparation of which the leased machinery, or any part thereof, has been used, and shall allow the lessor at all times, by its agents or attorneys, to examine and to take copies of such accounts and entries of the lessee as may serve to determine the total number of boots, shoes and other footwear, or portions thereof, made or prepared by the aid of the leased machinery or any part thereof, and the lessee shall produce all such accounts and entries upon request. The lessee shall require each of his operators upon the leased machinery, or any part thereof, to keep upon the blank or blank-books to be furnished by the lessor accurate daily records of the number of boots, shoes and other footwear, or portions thereof, in the making or preparation of which he has used the leased machinery or any part thereof, and shall require his operators to sign such records, and, if requested so to do by the lessor, shall verify the same under oath. The lessee shall send to the office of the lessor in Boston, on or before the fifth day of each calendar month, the original records for the next preceding calendar month kept by his operators as above provided for; and in case, in any calendar month, any one or more of the machines hereby leased has been entirely idle, the lessee, on or before the fifth day of the next succeeding calendar month, shall send to the office of the lessor in Boston the blank for said month for each such idle machine marked "not in use" and signed by the lessee. The lessee shall also furnish any further information which may be called for in relation to the leased machinery or the use thereof.

And that the following stipulations and provisions are agreed to: —

Eight. If at any time the lessee shall fail or cease to use exclusively lasting machinery held by him under lease from the lessor for lasting all boots, shoes and other footwear made by or for him, which are lasted by the aid of machinery, or shall fail or cease to

use exclusively tacking mechanisms and appliances held by him under lease from the lessor, for doing all work in the manufacture of all boots, shoes, and other footwear made by or for him which is done by the aid of tacking mechanisms and appliances, the lessor, although it may have waived or ignored prior instances of such failure or cessation, may at its option terminate forthwith by notice in writing any or all leases or licenses of lasting machines, lasting machinery, lasting mechanisms, or lasting devices then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise; and the possession of and full right to and control of all lasting machines, lasting machinery, lasting mechanisms, and lasting devices the lease or license of which is so terminated shall thereupon revert in the lessor free from all claims and demands whatsoever.

Nine. The term of this agreement shall be seventeen years from the date hereof. The lease of the leased machinery and license to use the same hereby granted shall continue, unless sooner terminated by the lessor because of breach thereof on the part of the lessee, or otherwise as in this agreement provided, for the full term of this agreement. But if any breach or default shall be made in the observance of any one or more of the conditions in this agreement contained or contained in any other lease or license agreement subsisting between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise and expressed to be obligatory upon the lessee, the lessor shall have the right by notice in writing to the lessee to terminate forthwith any or all leases or licenses to use machinery then in force between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and this notwithstanding that previous breaches or defaults may have been unnoticed, waived, or condoned by or on behalf of the lessor. If, upon the expiration of the full term of this agreement, the lessor does not request the return of the leased machinery, then the leased machinery shall continue to be held and used under and in accordance with the conditions, stipulations and provisions in this agreement contained and this agreement and the lease and license herein contained shall thereupon be extended

indefinitely as to term; but thereafter either the lessee or the lessor, upon sixty days' notice in writing to the other, may terminate this agreement and the lease and license herein contained, whereupon the leased machinery shall be delivered forthwith to the lessor, as herein provided. Upon the expiration or termination of this agreement or any extension thereof or of the lease and license herein contained by notice or by reason of any default on the part of the lessee as to the terms of this agreement or of any other lease or license agreement from the lessor or otherwise, in any manner whatsoever, the lessee shall forthwith deliver the leased machinery to the lessor at Beverly, Massachusetts, complete and in good order, reasonable wear and tear alone excepted; and shall thereupon pay to the lessor without prejudice to any other rights or remedies of the lessor the sum of One Hundred and Fifty Dollars (\$150) in respect to each lasting machine hereby leased as partial reimbursement to the lessor for deterioration of the leased machinery, expenses in connection with the installation thereof and instruction of operators; and the lessee for himself, his heirs, executors and administrators, successors and assigns, hereby grants to the lessor, its successors and assigns, full right, power and authority to enter upon the premises and into any factory, room, or any place where the leased machinery, or any part thereof, may be, and take possession thereof, and take away the same; and in no case shall the lessee have any claim for the repayment or offset of any sum or sums or any part thereof which shall have been paid under this agreement or in respect to the lease or license herein contained or in any wise in respect to the leased machinery.

Ten. In case at any time the lessee shall have in his possession more lasting machines than, in the opinion of the lessor, based upon the capacity of such machines, are sufficient for performing the work which the lessee has for such machines, the lessor may at its option, upon thirty days' notice in writing to the lessee, terminate the lease of and license to use any one or more of the lasting machines hereby leased. In case, however, the lease of and license to use any such lasting machine or machines shall be thus terminated in the exercise of the option contained in this article hereof

only and not in the exercise of any other right of termination, the lessee shall pay to the lessor such sum as may be necessary to put such machine or machines, the lease and license of which is so terminated, in suitable order and condition to lease to another lessee in lieu of paying the sum of One Hundred and Fifty Dollars (\$150) provided for in Article Nine hereof. The termination in the exercise of the option contained in this article hereof of the lease of and license to use any one or more machines shall not affect the lease of or license to use any other machine or machines or the obligations of the lessee in respect thereto.

Eleven. In case at any time the leased machines, or any thereof, shall have parts missing or broken or shall not otherwise, in the opinion of the lessor, be in good and efficient working order and condition, the lessor, without prejudice to any other of its rights or remedies, may forthwith put the same in good and efficient working order and condition, and may replace all broken or missing parts, and the lessee shall forthwith pay the lessor the expense of making such repairs and for all parts supplied at the regular prices established by the lessor for such parts.

Twelve. A notice in writing, signed by the president, a vice-president, the treasurer or an assistant treasurer of the lessor or by any assignee of the lessor's rights hereunder, and posted by prepaid letter, addressed to the lessee or delivered at his usual or last known place of abode or business, that the lease or license hereby granted is terminated or shall be terminated at the expiration of a certain period, shall be a sufficient termination of the lease and license from the time of posting or delivering such notice, or from the expiration of the period therein mentioned, as the case may be. Any termination of this agreement or of the lease and license hereby granted shall not release the lessee from his obligation to pay rent or royalty for the period prior to such termination and shall be without prejudice to any other rights or remedies which the lessor may have for violation of contract, use of machines without right or use of patented inventions without license.

Thirteen. The lessee admits the validity for the full term expressed in the grant thereof (and every extension and renewal

thereof) of each and every of the Letters Patent of the United States of America, owned by the lessor or under which it is licensed, any of the inventions of which are or hereafter may be embodied in the leased machinery. The lessee also agrees that he will not directly or indirectly infringe or contest the validity for the full term expressed in the grant thereof or of any extension or renewal thereof, or of any of the Letters Patents referred to in the Schedule of Patents hereto annexed or the title of the lessor thereto. The expiration of this agreement or any extension thereof or the termination or cesser of the lease and license hereby granted shall not in any way affect the provisions of this clause, or release or discharge the lessee from the admissions and estoppels herein set forth.


Fourteen. None of the conditions, stipulations or provisions of this agreement shall be held to have been waived by any act or knowledge of the lessor, its agents or employees, but only by an instrument in writing, signed by the president, a vice-president or the treasurer of the lessor.

Fifteen. The term "lessor" shall include the said United Shoe Machinery Company and its successors and assigns. All the conditions, stipulations and provisions binding on the lessee shall be binding on and enforceable against his legal representatives. In the construction of this instrument, words relating to the number and gender of the parties shall be read according to their real number and gender.

In witness whereof, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

by

by

 If lessee is a corporation, add corporate seal.

SCHEDULE OF PATENTS.

(Referred to in Article Thirteen herein.)

Number.	Dated.	Number.	Dated.
536,780	April 2, 1895.	596,308	December 28, 1897.
537,269	April 9, 1895.	596,323	December 28, 1897.
537,270	April 9, 1895.	596,325	December 28, 1897.
539,065	May 14, 1895.	597,247	January 11, 1898.
545,052	August 27, 1895.	598,111	February 1, 1898.
548,671	October 29, 1895.	601,933	April 5, 1898.
548,862	October 29, 1895.	601,934	April 5, 1898.
552,834	January 7, 1896.	601,935	April 5, 1898.
553,343	January 21, 1896.	601,936	April 5, 1898.
558,011	April 7, 1896.	601,937	April 5, 1898.
558,026	April 14, 1896.	601,938	April 5, 1898.
558,043	April 14, 1896.	601,939	April 5, 1898.
559,130	April 28, 1896.	601,940	April 5, 1898.
560,896	May 26, 1896.	601,941	April 5, 1898.
561,189	June 2, 1896.	601,942	April 5, 1898.
562,518	June 23, 1896.	602,068	April 12, 1898.
566,831	September 1, 1896.	606,596	June 28, 1898.
568,463	September 29, 1896.	608,012	July 26, 1898.
569,017	October 6, 1896.	609,426	August 23, 1898.
569,182	October 13, 1896.	618,085	January 24, 1899.
569,231	October 13, 1896.	623,848	April 25, 1899.
569,357	October 13, 1896.	629,476	July 25, 1899.
569,590	October 13, 1896.	635,124	October 17, 1899.
570,220	October 27, 1896.	635,129	October 17, 1899.
571,339	November 17, 1896.	640,999	January 9, 1900.
571,404	November 17, 1896.	644,120	February 27, 1900.
571,429	November 17, 1896.	654,840	July 31, 1900.
571,509	November 17, 1896.	662,898	November 27, 1900.
574,612	January 5, 1897.	671,356	April 2, 1901.
575,029	January 12, 1897.	673,028	April 30, 1901.
576,823	February 9, 1897.	681,516	August 27, 1901.
581,516	April 27, 1897.	693,620	February 18, 1902.

583,404	May 25, 1897.	823,664	June 19, 1906.
583,674	June 1, 1897.	856,399	June 11, 1907.
584,192	June 8, 1897.	919,533	April 27, 1909.
584,600	June 15, 1897.	929,869	August 3, 1909.
585,940	July 6, 1897.	947,818	February 1, 1910.
588,568	August 24, 1897.	Re. 13,147	August 23, 1910.
588,569	August 24, 1897.	974,202	November 1, 1910.
590,639	September 28, 1897.	1,002,818	September 12, 1911.
593,780	November 16, 1897.	1,003,484	September 19, 1911.
594,179	November 23, 1897.	Re. 13,292	September 19, 1911.
594,997	December 7, 1897.	1,004,659	October 3, 1911.
595,809	December 21, 1897.		

[On back:]

United Shoe Machinery Company.
 Lasting Machine Department.
 U. S. M. Co. Lasting Machine No. 5.
 Lease No. Lessee.
 Date, 19
 Machines.

PLAINTIFF'S EXHIBIT 22.

[Put in Evidence, page 339.]

Lasting Machine Department.

(1213)

Lease and License Agreement Number

U. S. M. Co. Lasting Machine No. 5.

This Agreement made at Boston, in the State of Massachusetts, this day of , 19 , between the United Shoe Machinery Company, a corporation organized under the laws of the State of New Jersey, having an office in said Boston, hereinafter referred to as the lessor, of the one part, and of in the State of , hereinafter referred to as the lessee, of the other part:

Witnesseth, that the lessor, in consideration of the covenants and agreements on the part of the lessee herein contained, does hereby lease to and license the lessee under any letters patent belonging to the lessor or under which the lessor has the right to grant such license affecting any inventions which are now or here-

after shall be embodied therein or employed in the operation thereof, to use the machine or machines of the Lasting Machine Department of the lessor now or hereafter delivered to the lessee and designated by number or numbers in the following schedule, viz :

SCHEDULE OF MACHINES

U. S. M. Co. Lasting Machine(s) No. 5, No(s).

Loose Tacker(s), No(s).

and any duplicate parts, extras, mechanisms and devices relating thereto, or used in connection therewith, now attached to or delivered with the said designated machine or machines, or which may at any time hereafter be obtained from the lessor, or be added thereto by or with the consent of the lessor (the whole of which machine or machines, duplicate parts, extras, mechanisms and devices held by the lessee under these presents, whether now or hereafter delivered to or in the possession of the lessee, is hereinafter referred to as the "leased machinery"), subject to the conditions hereinafter contained.

And that the following are agreed to as conditions of this agreement, all of which the lessee covenants and agrees to keep and perform:—

One. The leased machinery shall at all times remain and be the sole and exclusive property of the lessor, and the lessee shall have no right of property therein, but only the right to use the same upon the conditions herein contained. The leased machinery shall be used only by the lessee himself, or by operatives in his direct employ, and only in the factory now occupied by him at in the State of , unless the lessor shall by an instrument in writing, signed by its president, vice-president or treasurer, authorize the lessee to remove the leased machinery and to use the same elsewhere. The leased machinery shall not be transferred or delivered or sublet to any other person or corporation, and neither this agreement nor the lease nor the license hereby granted can be assigned by the lessee by his own act or by operation of law. If the lessee becomes insolvent or bankrupt, or has a receiving order made against him, or makes or executes any bill of sale, deed of

trust or assignment for the benefit of his creditors, or if a sale, mortgage, lease or unauthorized removal of the leased machinery, or any part thereof, be made or attempted, or if any distress or execution or attachment be levied thereon, then and in each such case any or all leases of or licenses to use machinery then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, shall at the option of the lessor cease and determine, and the possession of and full right to and control of all machinery the leases or licenses of which are so terminated, shall thereupon revert in the lessor free from all claims and demands whatsoever. The lessor and its agents and employees shall at all times be given access to the leased machinery for the purpose of inspecting it or watching its use and operation, or of altering, repairing, improving, or adding to it, or determining the nature or extent of its use, and the lessee shall afford all reasonable facilities therefor.

Two. The lessee shall at all times and at his own expense keep the leased machinery in good and efficient working order and condition, and shall not permit any one to injure or deface or remove any plate, or dates, numbers, or other inscriptions now or hereafter impressed on or affixed to the leased machinery by the lessor. The lessee shall obtain from the lessor exclusively, and shall pay therefor at the regular prices from time to time established by the lessor, all the duplicate parts, extras, mechanisms and devices of every kind needed or used in operating, repairing or renewing the leased machinery, and the same shall form part of the leased machinery, and the lessee shall not otherwise make or allow to be made any addition, subtraction or alteration to, from or in the leased machinery or interfere with the proper operation of the same.

Three. The lessee shall pay all taxes and assessments which shall be assessed in respect to the leased machinery or other machinery of the lessor held by the lessee under lease or license upon whomsoever assessed. All taxes or assessments in respect to leases, licenses or agreements covering machinery, or the rights to payments thereunder, shall be construed, for the purposes of this arti-

cle, to be assessed in respect to the machinery itself. In case at any time any unapportioned tax or assessment shall be assessed to the lessor in respect in part but not wholly to machinery of the lessor in the possession of the lessee the lessee shall pay to the lessor such proportionate part of the total amount of said unapportioned tax or assessment as the fair valuation, to be determined by the lessor, of said machinery of the lessor in the possession of the lessee bears to the fair valuation, to be determined by the lessor, of all machinery (excepting machinery, if any, in the lessor's own possession) in respect to which the unapportioned tax or assessment has been assessed; provided, however, that if such unapportioned tax or assessment includes any tax or assessment in respect to tangible property in the lessor's own possession the amount thereof, based, at the established rate, upon the fair valuation, to be determined by the lessor, of such property, shall first be deducted and the lessee shall pay his proportioned part as aforesaid of the balance only of said unapportioned tax or assessment after such deduction has been made.

Four. The leased machinery shall be used for no other purpose than for lasting boots, shoes or other footwear made by or for the lessee and the lessee shall use the leased machinery to its full capacity limited only by the number of boots, shoes or other footwear or portions thereof made by or for the lessee in the manufacture or preparation of which such machinery is capable of being used.

Five. The lessee shall pay to the lessor immediately after the execution hereof, as a lease premium, the sum of Three Hundred Dollars (300) for each machine hereby leased and the lessee shall also pay to the lessor on the last day of each calendar month as rent or royalty the sum of one and one-quarter ($1\frac{1}{4}$) cents for each pair of boots, shoes and other footwear or portions thereof, lasted or manufactured or prepared during the next preceding calendar month in any way, whether wholly or in part, by the aid of the leased machinery or any part thereof; **provided, however that in all cases when the lessee shall pay to the lessor on or before the fifteenth day of the calendar month the rent or royalty due for**

the use of the leased machinery for the next preceding calendar month, the lessor will in consideration of such prompt payment grant a discount of fifty per cent from such rent or royalty due for such preceding calendar month. If, for any cause, the leased machinery shall not be in use for twelve (12) consecutive months to the extent of its earning for the lessor at the rental and royalty herein provided to be paid (less all abatements) an amount equal to or in excess of seventy-five dollars (\$75), for each Lasting Machine hereby leased, then the lessor may, by paying to the lessee a sum equal to one-third ($\frac{1}{3}$) of the sum paid by him as the lease premium hereunder, cancel and terminate this lease and license, and this option and condition shall be independent of any other options and conditions in this lease and license contained.

Six. The lessor may attach to the leased machinery, or any thereof, an indicator or indicators to register the number of revolutions or movements of any part or parts thereof, and the lessee shall not allow any person (other than the lessor or its agents) to disturb or interfere with such indicator or indicators. In case any indicator thus attached shall from any cause cease to correctly indicate or register, or shall be disturbed or out of repair, or if the glass covering any such indicator shall be removed or broken or injured, then, and as often as the same shall happen, the lessee shall immediately, by writing, notify the lessor, and at the same time explain the circumstances under which the same has happened. In case any such indicator ceases to indicate, or becomes or remains inaccurate, or the glass covering becomes or remains removed, broken, or injured, because of any fault of the lessee or anyone in his employ, or because of the failure of the lessee to give promptly the notice hereinbefore provided for, then, without prejudice to any other rights or remedies of the lessor hereunder, the lessee shall pay the lessor as rent or royalty, without the right to any discount, the sum of one and one-quarter ($1\frac{1}{4}$) cents per pair for each pair of boots, shoes or other footwear, or portions thereof, in the manufacture or preparation of which the leased machinery or any part thereof shall have been used. The lessee shall keep full and accurate accounts, independently of any indicators that may be

placed upon the leased machinery, showing the number of boots, shoes, and other footwear, or portions thereof, in the manufacture or preparation of which the leased machinery or any part thereof shall have been used, and shall allow the lessor at all times, by its agents or attorneys, to examine and to take copies of such accounts and entries of the lessee as may serve to determine the total number of boots, shoes and other footwear or portions thereof, made or prepared by the aid of the leased machinery or any part thereof, and the lessee shall produce all such accounts and entries upon request. The lessee shall require each of his operators upon the leased machinery or any part thereof to keep upon blanks or blank books to be furnished by the lessor accurate daily records of the number of boots, shoes, and other footwear, or portions thereof, in the making or preparation of which he has used the leased machinery or any part thereof, and shall require his operators to sign such records, and, if requested so to do by the lessor, shall verify the same under oath. The lessee shall send to the office of the lessor in Boston, on or before the fifth day of each calendar month the original records for the next preceding calendar month kept by his operators as above provided for; and in case, in any calendar month, any one or more of the machines hereby leased has been entirely idle, the lessee on or before the fifth day of the next succeeding calendar month shall send to the office of the lessor in Boston the blank for said month for each such idle machine marked "not in use," and signed by the lessee. The lessee shall also furnish any further information which may be called for in relation to the leased machinery or the use thereof.

And that the following stipulations and provisions are agreed to:—

Seven. If at any time the lessee shall fail or cease to use exclusively lasting machinery held by him under lease from the lessor for lasting all boots, shoes and other footwear made by or for him, which are lasted by the aid of machinery, or shall fail or cease to use exclusively tacking mechanisms and appliances held by him under lease from the lessor, for doing all work in the manufacture of all boots, shoes, and other footwear made by or for him which

is done by the aid of tacking mechanisms and appliances, the lessor, although it may have waived or ignored prior instances of such failure or cessation, may at its option terminate forthwith by notice in writing this lease and license and any other lease or license of lasting machines, lasting machinery, lasting mechanisms, or lasting devices then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise; and the possession of and full right to and control of all the leased machinery and all lasting machines, lasting machinery, lasting mechanisms, and lasting devices held by the lessee under lease or license from the lessor or its assignors shall thereupon revert in the lessor free from all claims and demands whatsoever.

Eight. The term of this agreement shall be seventeen years from the date hereof. The lease of the leased machinery and license to use the same hereby granted shall continue, unless sooner terminated by the lessor because of breach thereof on the part of the lessee, or otherwise as in this agreement provided, for the full term of this agreement. But if any breach or default shall be made in the observance of any one or more of the conditions in this agreement contained or contained in any other lease or license agreement subsisting between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and expressed to be obligatory upon the lessee, the lessor shall have the right, by notice in writing to the lessee, to terminate forthwith any or all leases of or licenses to use machinery then in force between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and this notwithstanding that previous breaches or defaults may have been unnoticed, waived, or condoned by or on behalf of the lessor. If, upon the expiration of the full term of this agreement, the lessor does not request the return of the leased machinery, then the leased machinery shall continue to be held and used under and in accordance with the conditions, stipulations, and provisions in this agreement contained, and this agreement and the lease and license herein contained shall thereupon be extended indefinitely as to term; but thereafter either the lessee or the lessor, upon sixty days' notice in writing to the other, may terminate this

agreement and the lease and license herein contained, whereupon the leased machinery shall be delivered forthwith to the lessor, as herein provided. Upon the expiration or termination of this agreement or any extension thereof or of the lease and license herein contained, by notice or by reason of any default on the part of the lessee as to the terms of this agreement or any other lease or license agreement from the lessor or otherwise in any manner whatsoever, the lessee shall forthwith deliver the leased machinery to the lessor at Beverly, Massachusetts, complete and in good order, reasonable wear and tear alone excepted; and shall thereupon pay to the lessor such sum as may be necessary to put the leased machinery in suitable order and condition to lease to another lessee; and the lessee, for himself, his heirs, executors and administrators, successors and assigns, hereby grants to the lessor, its successors and assigns, full right, power, and authority to enter upon the premises and into any factory, room, or any place where the leased machinery or any part thereof may be, and take possession thereof, and take away the same; and in no case shall the lessee have any claim for the repayment or offset of any sum or sums, or any part thereof, which shall have been paid under this agreement or in respect to the lease or license herein contained or in any wise in respect to the leased machinery.

Nine. In case at any time the leased machines, or any thereof, shall have parts missing or broken or shall not otherwise, in the opinion of the lessor, be in good and efficient working order and condition, the lessor, without prejudice to any other of its rights or remedies, may forthwith put the same in good and efficient working order and condition, and may replace all broken or missing parts, and the lessee shall forthwith pay the lessor the expense of making such repairs and for all parts supplied at the regular prices established by the lessor for such parts.

Ten. A notice in writing, signed by the president, a vice-president, the treasurer or an assistant treasurer of the lessor, or by any assignee of the lessor's rights hereunder and posted by pre-paid letter, addressed to the lessee or delivered at his usual or last known place of abode or business, that the lease and license hereby

granted is terminated or shall be terminated at the expiration of a certain period, shall be a sufficient termination of the lease and license from the time of posting or delivering such notice, or from the expiration of the period therein mentioned, as the case may be. Any termination of this agreement or of the lease and license hereby granted shall not release the lessee from his obligation to pay rent or royalty for the period prior to such termination, and shall be without prejudice to any rights or remedies which the lessor may have for violation of contract, use of machines without right, or use of patented inventions without license.

Eleven. The lessee admits the validity for the full term expressed in the grant thereof (and every extension and renewal thereof) of each and every of the Letters Patent of the United States of America, owned by the lessor or under which it is licensed, any of the inventions of which are or hereafter may be embodied in the leased machinery. The lessee also agrees that he will not directly or indirectly infringe or contest the validity for the full term expressed in the grant thereof or of any extension or renewal thereof, of any of the Letters Patent referred to in the Schedule of Patents hereto annexed or the title of the lessor thereto. The expiration of this agreement or any extension thereof or the termination or cesser of the lease or license hereby granted shall not in any way affect the provisions of this clause, or release or discharge the lessee from the admissions and estoppels herein set forth.


Twelve. None of the conditions, stipulations, or provisions of this agreement shall be held to have been waived by any act or knowledge of the lessor, its agents or employees, but only by an instrument in writing, signed by the president, a vice-president, or the treasurer of the lessor.

Thirteen. The term "lessor" shall include the said United Shoe Machinery Company and its successors and assigns. All the conditions, stipulations and provisions binding on the lessee shall be binding on and enforceable against his legal representatives. In the construction of this instrument, words relating to the number and gender of the parties shall be read according to their real number and gender.

In witness whereof, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

by

by

 If lessee is a corporation, add corporate seal.

SCHEDULE OF PATENTS.
(Referred to in Article Eleven herein.)

Number.	Dated.	Number.	Dated.
513,384	January 23, 1894.	588,568	August 24, 1897.
516,074	March 6, 1894.	588,569	August 24, 1897.
517,947	April 10, 1894.	590,639	September 28, 1897.
521,954	June 26, 1894.	593,780	November 16, 1897.
521,975	June 26, 1894.	594,179	November 23, 1897.
524,444	August 14, 1894.	594,997	December 7, 1897.
524,445	August 14, 1894.	595,809	December 21, 1897.
524,446	August 14, 1894.	596,308	December 28, 1897.
524,447	August 14, 1894.	596,323	December 28, 1897.
536,780	April 2, 1895.	596,325	December 28, 1897.
537,269	April 9, 1895.	597,247	January 11, 1898.
537,270	April 9, 1895.	598,111	February 1, 1898.
539,065	May 14, 1895.	601,933	April 5, 1898.
545,052	August 27, 1895.	601,934	April 5, 1898.
548,671	October 29, 1895.	601,935	April 5, 1898.
548,862	October 29, 1895.	601,936	April 5, 1898.
552,834	January 7, 1896.	601,937	April 5, 1898.
553,343	January 21, 1896.	601,938	April 5, 1898.
558,011	April 7, 1896.	601,939	April 5, 1898.
558,026	April 14, 1896.	601,940	April 5, 1898.
558,043	April 14, 1896.	601,941	April 5, 1898.
559,130	April 28, 1896.	601,942	April 5, 1898.
560,896	May 26, 1896.	602,068	April 12, 1898.
561,189	June 2, 1896.	606,596	June 28, 1898.
562,518	June 23, 1896.	608,012	July 26, 1898.

566,831	September 1, 1896.	609,426	August 23, 1898.
568,463	September 29, 1896.	618,085	January 24, 1899.
569,017	October 6, 1896.	623,848	April 25, 1899.
569,182	October 13, 1896.	629,476	July 25, 1899.
569,231	October 13, 1896.	635,124	October 17, 1899.
569,357	October 13, 1896.	635,129	October 17, 1899.
569,590	October 13, 1896.	640,999	January 9, 1900.
570,220	October 27, 1896.	644,120	February 27, 1900.
571,339	November 17, 1896.	654,840	July 31, 1900.
571,404	November 17, 1896.	662,898	November 27, 1900.
571,429	November 17, 1896.	671,356	April 2, 1901.
571,509	November 17, 1896.	673,028	April 30, 1901.
574,612	January 5, 1897.	681,516	August 27, 1901.
575,029	January 12, 1897.	693,620	February 18, 1902.
576,823	February 9, 1897.	823,664	June 19, 1906.
581,516	April 27, 1897.	856,399	June 11, 1907.
583,404	May 25, 1897.	919,533	April 27, 1909.
583,674	June 1, 1897.	929,869	August 3, 1909.
584,192	June 8, 1897.	946,708	January 18, 1910.
584,600	June 15, 1897.	947,818	February 1, 1910.
585,940	July 6, 1897.	Re 13,147	August 23, 1910.
		974,202	November 1, 1910.

[On back:]

United Shoe Machinery Company.
 Lasting Machine Department.
 U. S. M. Co. Lasting Machine No. 5.
 (300- $\frac{1}{2}$)

Lease No.	Lessee.
Date,	19 .
Machines	

PLAINTIFF'S EXHIBIT 23.

[Put in Evidence, page 350.]

Goodyear Department.

[Form 1200.]

Lease and License Number 4789.

Full Set.

This Lease and Agreement made at Boston, in the State of Massachusetts, this *twenty-fourth* day of *January* 1901, between the United Shoe Machinery Company, a corporation organized under the laws of the State of New Jersey, having an office in said Boston, hereinafter referred to as the lessor, of the one part, and *The Baldwin Manufacturing Company of Milford* in the State of *Connecticut* hereinafter referred to as the lessee, of the other part :

Witnesseth, that the lessor, in consideration of the covenants and agreements on the part of the lessee herein contained, does hereby lease to and license the lessee under its patents to use the machine or machines known as "Goodyear Department" machinery now or hereafter delivered to the lessee and designated by number or numbers in the following schedule, viz. :—

SCHEDULE OF MACHINES.

Goodyear Welt and Turn Shoe Machine, No. 1286,

Goodyear Universal Inseam Sewing Machine No.

Goodyear Bobbin Winder (Universal), No.

Goodyear Outsole Rapid Lockstitch Machine, No. 967,

Goodyear Bobbin Winder (Rapid), No. 528,

Extension Edge Attachment (A), No. 556,

Extension Edge Attachment (B), No.

Welt Beveling Attachment No.

Goodyear Welt Sewing Machine (D), No.

Goodyear Welt Grooving and Beveling Machine, No. 424,

Goodyear Welt Splitting Machine, No. 567,

Goodyear Channeler,

{	Turn	}	No. 1124,
	Insole		
	Outsole		

Goodyear Welt Beater, No. 500,

Goodyear Shank Skiving Machine, No. 202,

Goodyear Universal Inseam Trimming Machine, No.

Goodyear Universal Rounding and Channeling Machine, No.
420,

Goodyear Channel Opening Machine, No. 311,

Goodyear Automatic Sole Leveling Machine, No.

Goodyear Rotary Sole Laying Machine No.

Hadaway Stitch Separating Machine, No.

Goodyear Channel Laying Machine, No.

Goodyear Flexible Sole Machine, No.

Goodyear Moulding Machine, No. 740,

Goodyear Turn Shoe Trimming Machine, No.

Goodyear Lip Turning Machine, No.

Goodyear Improved Sole Laying Machine, No.

Goodyear Direct Leveling Machine, No.

and any duplicate parts, extras, mechanisms and devices, relating thereto, or used in connection therewith, now attached to or delivered with the said designated machine or machines, or which may at any time hereafter be obtained from the lessor, or be added thereto with the consent of the lessor, (the whole of which machine or machines, duplicate parts, extras, mechanisms and devices, held by the lessee under these presents, whether now or hereafter delivered to or in the possession of the lessee, is hereinafter referred to as the "leased machinery"), subject to the conditions hereinafter contained.

And that the following are agreed to as conditions of the lease and license of the leased machinery, all of which the lessee covenants and agrees to keep and perform: —

One. The leased machinery shall at all times remain and be the sole and exclusive property of the lessor, and the lessee shall have no right of property therein but only the right to use the same, upon the conditions herein contained. The leased machinery shall be used only by the lessee himself, or by operatives in his direct employ, and only in the factory now occupied by him at *Milford* in the State of *Connecticut*. The leased machinery shall not be transferred or delivered or sublet to any other person or corporation, and neither the lease nor the license hereby granted can be assigned

by the lessee by his own act or by operation of law. If the lessee becomes insolvent or bankrupt, or has a receiving order made against him, or makes or executes any bill of sale, deed of trust or assignment for the benefit of his creditors, or if a sale or lease or removal of the leased machinery, or any part thereof, without the consent in writing of the lessor, be made or attempted, or if any distress or execution or attachment be levied thereon, then and in each such case this lease and license and any other lease or license then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, shall at the option of the lessor cease and determine, and the possession of and full right to and control of all the leased machinery, and any machinery held by the lessee under any other lease or license from the lessor, whether as the result of assignment to the lessor or otherwise, shall thereupon revert in the lessor free from all claims or demands whatsoever. The lessor and its agents and employees shall at all times be given access to the leased machinery for the purpose of inspecting it or watching its use and operation, or of altering, repairing, improving, or adding to it, or determining the nature or extent of its use, and the lessee shall afford all reasonable facilities therefor.

Two. The lessee shall at all times and at his own expense keep the leased machinery in good and efficient working order and condition, and shall not permit anyone to injure or deface or remove any plate, or dates, numbers, or other inscriptions now or hereafter impressed on or affixed to the leased machinery by the lessor. The lessee shall obtain from the lessor exclusively and shall pay therefor at the regular prices from time to time established by the lessor, all the duplicate parts, extras, mechanisms and devices, of every kind needed or used in operating, repairing, or renewing the leased machinery, and the same shall form part of the leased machinery, and the lessee shall not otherwise make or allow to be made any addition, subtraction or alteration to, from, or in the leased machinery without the consent in writing of the lessor, nor interfere with the proper operation of the same.

Three. The lessee shall pay all taxes and assessments which shall

be levied in respect to the leased machinery, or in respect to this lease and license or the right to payments hereunder, upon whomsoever assessed.

Four. The leased machinery shall be used only in the manufacture of boots, shoes and other footwear, known in the trade as "Goodyear Welts," which are or shall be welted and the soles stitched on welt sewing and stitching machines hereby, or by other instrument, heretofore or hereafter, leased to the lessee by the lessor or its assignor, or in the manufacture of boots, shoes or other footwear, known in the trade as "Goodyear Turns," the soles of which are or shall be attached to their uppers by turn sewing machines hereby, or by other instrument, heretofore or hereafter, leased to the lessee by the lessor or its assignor.

Five. The lessee shall pay to the lessor on the last day of each calendar month as rent or royalty the rental or royalty set forth in the following schedule for each pair of boots, shoes or other footwear or portions thereof manufactured or prepared during the next preceding calendar month in any way, whether wholly or in part by the aid of the leased machinery or any part thereof: —

SCHEDULE OF RENTS AND ROYALTIES FOR GOODYEAR WELTS
AND TURNS.

	Form No.	Sizes. To. No.	Welts.	Turns.
Children's . . .	1	10½ inclusive.	3 cents.	1 cent.
Misses' . . .	11	2 " "	4 " "	1½ cents.
Women's . . .	2½	and over.	6 " "	1½ " "
Youths' . . .	9	13½ inclusive.	4 " "	1½ " "
Boys' . . .	1	5 " "	6 " "	1½ " "
Men's . . .	5½	and over.	8 " "	1½ " "

provided, however, that in all cases when the lessee shall pay to the lessor on or before the fifteenth day of the calendar month the rent or royalty due for the use of the leased machinery for the next preceding calendar month, the lessor will in consideration of such prompt payment grant a discount of fifty per cent from such rent or royalty due for such preceding calendar month.

Six. The lessor may attach to the leased machinery, or any thereof, an indicator or indicators to register the number of revolutions or movements of any part or parts thereof, and the lessee shall not allow any person (other than the lessor or its agents) to disturb or interfere with such indicator or indicators. In case any indicator thus attached shall from any cause cease to correctly indicate or register, or shall be disturbed or out of repair, or if the glass covering any such indicator shall be removed or broken or injured, then and as often as the same shall happen the lessee shall immediately by writing notify the lessor and at the same time explain the circumstances under which the same has happened. In case any such indicator ceases to indicate or becomes or remains inaccurate, or the glass covering becomes or remains removed, broken, or injured because of any fault of the lessee or any one in his employ, or because of the failure of the lessee to give promptly the notice hereinbefore provided for, then, without prejudice to any other rights of the lessor hereunder, the lessee shall pay the lessor as rent or royalty, without the right to any discount, eight cents per pair for each pair of boots, shoes and other footwear, or portions thereof in the manufacture of which the leased machinery or any part thereof shall have been used. The lessee shall keep full and accurate accounts, independently of any indicators that may be placed upon the leased machinery, showing the number and kind of boots, shoes and other footwear or portions thereof in the manufacture of which the leased machinery or any part thereof shall have been used, and shall allow the lessor at all times by its agents or attorneys to examine and to take copies of such accounts and entries of the lessee as may serve to determine the total number of boots, shoes or other footwear, or portions thereof, made by the aid of the leased machinery or any part thereof, and the lessee shall produce all such accounts and entries upon request. The lessee shall require each of his operators upon the leased machinery or any part thereof to keep upon blanks or blank books to be furnished by the lessor accurate daily records of the number and kind of boots, shoes, and other footwear, or portion thereof, in the making of which he has used the leased machin-

ery or any part thereof, and shall require his operators to sign such records, and if requested so to do by the lessor, shall verify the same under oath and shall also furnish any further information called for by said blanks or blank books; and the lessee shall send to the office of the lessor in Boston, on or before the fifth day of each calendar month the original records for the next preceding calendar month kept by his operators as above provided for; and in case, in any calendar month, none of the leased machinery has been used, the lessee shall notify the lessor in writing of that fact, on or before the fifth day of the next succeeding calendar month.

And that the following agreements, stipulations and provisions are agreed to:—

Seven. If at any time the lessee shall fail or cease to use exclusively welt sewing and outsole stitching machinery held by him under lease from the lessor, in the manufacture of all welted boots, shoes or other footwear made by or for him, the welts or soles of which are sewed by the aid of machinery, the lessor, although it may have waived or ignored prior instances of such failure or cessation, may at its option terminate forthwith by notice in writing this lease and license and any other lease or license of machines, machinery or devices like those or any of them, mentioned in the foregoing "Schedule of Machines," or designed for similar purposes, then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and the possession of and full right to and control of all such machines, machinery or devices held by the lessee under lease or license from the lessor or its assignor shall thereupon revert in the lessor free from all claims and demands whatsoever.

Eight. This lease and license shall continue, unless sooner terminated by the lessor because of breach thereof on the part of the lessee, or otherwise as herein provided, for seventeen years from the date hereof. But if any breach or default shall be made in the observance of any one or more of the conditions herein contained or contained in any other lease or license agreement subsisting between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise and expressed to be obligatory upon

the lessee, the lessor shall have the right, by notice in writing to the lessee, to terminate forthwith this lease and license, and also if the lessor so elects any other lease or license agreements then in force between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and this notwithstanding that previous breaches or defaults may have been unnoticed, waived, or condoned by or on behalf of the lessor. If, upon the expiration of the full term of this lease, the lessor does not request the return of the leased machinery, then the leased machinery shall continue to be held and used under and in accordance with the conditions of this lease and license, which shall thereupon be extended indefinitely as to term; but thereafter either the lessee or the lessor, upon sixty days' notice in writing to the other, may terminate this lease and license, whereupon the leased machinery shall be delivered forthwith to the lessor, as herein provided. Upon the expiration or termination of this lease and license or any extension thereof by notice or by reason of any default on the part of the lessee as to the terms of this lease and license or any other lease or license from the lessor, or otherwise as herein provided, the lessee shall forthwith deliver the leased machinery to the lessor at its office or factory in good order, reasonable wear and tear alone excepted; and the lessee for himself, his heirs, executors and administrators, hereby grants to the lessor, its successors and assigns, full right, power and authority to enter upon the premises and into any factory, room, or any place where the leased machinery or any part thereof may be, and take possession thereof, and take away the same; and the lessee shall have no claim for the repayment of any sum or sums, or any part thereof, which he shall have paid as consideration for the grant of this lease and license or for rent or royalty, or otherwise in respect to the leased machinery.

Nine. A notice in writing, signed by the president, a vice-president, or the treasurer of the lessor; or by any assignee of the lessor's rights hereunder and posted by pre-paid letter, addressed to the lessee or delivered at his usual or last known place of abode or business, that the lease and license hereby granted is determined or shall be determined at the expiration of a certain period, shall be a sufficient determination of the lease and license from the time of

posting or delivering such notice, or from the expiration of the period therein mentioned, as the case may be. Any termination of this lease and license shall not release the lessee from his obligation to pay rent or royalty for the period prior to such termination, and shall be without prejudice to any other rights or remedies which the lessor may have for violation of contract, use of machines without right, or use of patented inventions without license.

Ten. The lessee admits the validity of each and every of the Letters Patent of the United States of America, owned by the lessor or under which it is licensed, any of the inventions of which are or hereafter may be embodied in the leased machinery. The lessee also agrees that he will not directly or indirectly infringe or contest the validity of, or the title of the lessor to, any of the patents referred to in the "Schedule of Patents" hereto annexed. The termination or cesser of this lease and license from any cause whatever shall not in any way affect the provisions of this clause, or release or discharge the lessee from the admission and estoppel herein set forth.

Eleven. None of the terms or conditions of this lease and license shall be held to have been waived by any act or knowledge of the lessor, its agents or employees, but only by an instrument in writing, signed by the president, a vice-president, or the treasurer of the lessor.

Twelve. The term "lessor" shall include the said United Shoe Machinery Company and its successors and assigns. All the conditions and agreements binding on the lessee shall be binding on and enforceable against his legal representatives. In the construction of this instrument, words relating to the number and gender of the parties shall be read according to their real number and gender.

In witness whereof, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

THE BALDWIN MFG. CO., [SEAL]
by Albert A. Baldwin Treas

UNITED SHOE MACHINERY CO. [SEAL]
L. H. Baker Secretary

☞ If lessee is a corporation, add corporate seal.

SCHEDULE OF PATENTS.
(Referred to in Article Ten herein.)

Number.	Date.	Number.	Date.
317,758	May 12, 1885.	557,744	April 7, 1896.
317,759	May 12, 1885.	558,379	April 14, 1896.
320,075	June 16, 1885.	558,380	April 14, 1896.
330,928	November 24, 1885.	558,381	April 14, 1896.
343,452	June 8, 1886.	588,382	April 14, 1896.
366,935	July 19, 1887.	558,888	April 21, 1896.
369,563	September 6, 1887.	559,314	April 28, 1896.
374,935	December 20, 1887.	11,538	(Reissue) May 12, 1896.
412,703	October 8, 1889.	560,976	May 26, 1896.
412,704	October 8, 1889.	561,386	June 2, 1896.
424,966	April 8, 1890.	563,471	July 7, 1896.
429,065	May 27, 1890.	563,472	July 7, 1896.
453,999	June 9, 1891.	564,379	July 21, 1896.
456,041	July 14, 1891.	564,883	July 28, 1896.
461,793	October 20, 1891.	11,578	(Reissue) December 8, 1896.
463,967	November 24, 1891.	573,068	December 15, 1896.
463,982	November 24, 1891.	573,069	December 15, 1896.
473,870	April 26, 1892.	573,144	December 15, 1896.
474,774	May 10, 1892.	11,587	(Reissue) February 2, 1897.
483,393	September 27, 1892.	576,114	February 2, 1897.
488,505	December 20, 1892.	579,146	March 23, 1897.
488,508	December 20, 1892.	579,205	March 23, 1897.
488,591	December 27, 1892.	579,206	March 23, 1897.
488,841	December 27, 1892.	579,207	March 23, 1897.
495,452	April 11, 1893.	579,231	March 23, 1897.
500,060	June 20, 1893.	580,746	April 13, 1897.
505,598	September 26, 1893.	580,773	April 13, 1897.
510,127	December 5, 1893.	582,510	May 11, 1897.
511,263	December 19, 1893.	583,968	June 8, 1897.
514,264	February 6, 1894.	584,038	June 8, 1898.
514,741	February 13, 1894.	584,039	June 8, 1897.
518,911	April 24, 1894.	590,597	September 28, 1897.

502,020	May 15, 1894.	590,831	September 28, 1897.
529,900	November 27, 1894.	595,764	December 21, 1897.
533,301	January 29, 1895.	598,223	February 1, 1898.
536,338	March 26, 1895.	598,727	February 8, 1898.
537,823	April 23, 1895.	599,602	February 22, 1898.
540,222	May 28, 1895.	609,100	August 16, 1898.
540,223	May 28, 1895.	610,314	September 6, 1898.
540,438	June 5, 1895.	610,315	September 6, 1898.
540,616	June 4, 1895.	610,323	September 6, 1898.
541,988	July 2, 1895.	615,215	November 29, 1898.
542,813	July 16, 1895.	623,306	April 18, 1899.
543,012	July 23, 1895.	625,633	May 23, 1899.
546,211	September 10, 1895.	627,035	June 13, 1899.
546,851	September 24, 1895.	633,836	September 26, 1899.
546,852	September 24, 1895.	635,015	October 17, 1899.
548,309	October 22, 1895.	635,772	October 31, 1899.
549,125	November 5, 1895.	638,010	November 28, 1899.
549,126	November 5, 1895.	640,063	December 26, 1899.
549,471	November 5, 1895.	644,571	March 6, 1900.
553,948	February 4, 1896.	644,654	March 6, 1900.
553,949	February 4, 1896.	651,406	June 12, 1900.
555,547	March 3, 1896.	652,908	July 3, 1900.
555,548	March 3, 1896.	653,227	July 10, 1900.
556,146	March 10, 1896.	653,236	July 10, 1900.

[Endorsed:]

United Shoe Machinery Company.
 Goodyear Department. Full Set.
 Lease No. 4789. The Baldwin Mfg. Co., Lessee.
 Date, Jan 24 1901.

Machines.

Welt 1286. Rapid Stitcher No. 967. Bobbin Winder No. 528.
 Ex Edge "A." No. 556. Welt Groover No. 424. Welt Splitter No.
 567. Insole Channeler No 1124. Welt Beater No. 500. Shank
 Skiver No. 202. U. Rounder No. 420. Channel Opener No. 311.
 Moulder No. 740.

PLAINTIFF'S EXHIBIT 24.

[Put in Evidence, page 351.]

Goodyear Department.

[Form A. A. J., 1021.]

Lease and License Agreement Number .

Sewing and Stitching Machines.

This Agreement made this day of 19 , between the United Shoe Machinery Company, a corporation organized under the laws of the State of New Jersey, hereinafter referred to as the lessor, of the one part, and of in the State of hereinafter referred to as the lessee, of the other part:

Witnesseth that the lessor, in consideration of the covenants and agreements on the part of the lessee herein contained, does hereby lease to and license the lessee under any letters patent belonging to the lessor or under which the lessor has the right to grant such license affecting any inventions which are now or hereafter shall be embodied therein or employed in the operation thereof, to use the machine or machines of the "Goodyear Department" of the lessor designated by number or numbers in the following schedule, viz.:—

SCHEDULE OF MACHINES.

Goodyear Welt and Turn Shoe Machine, No.

Goodyear Welt and Turn Shoe Machine (Model E), No.

Goodyear Universal Inseam Sewing Machine, No.

Goodyear Outsole Rapid Lockstitch Machine, No.

Extension Edge Attachment (A), No.

Extension Edge Attachment (B), No.

Welt Bevelling Attachment, No.

and any duplicate parts, extras, mechanisms and devices relating thereto, or used in connection therewith, now attached to or delivered, with the said designated machine or machines, or which may at any time hereafter be obtained from the lessor, or be added thereto, by or with the consent of the lessor (the whole of which machine or machines, duplicate parts, extras, mechanisms and devices, held by the lessee under these presents, whether now or hereafter delivered to or in the possession of the lessee, is herein-

after referred to as the "leased machinery"), subject to the conditions hereinafter contained; and the lessor hereby grants to the lessee a license to use, in connection with welted boots, shoes or other footwear made by the lessee, the welts of which have been sewed to their uppers wholly by Goodyear Welt and Turn Shoe Machines or by Goodyear Universal Inseam Sewing Machines hereby leased or now held by the lessee under lease from the lessor heretofore executed, and the outsoles of which have been stitched to their welts wholly by Goodyear Outsole Rapid Lockstitch Machines hereby leased or now held by the lessee under lease from the lessor heretofore executed, the trade name or trade mark "Goodyear Welt," and to use, in connection with turned boots, shoes or other footwear made by the lessee the soles of which have been attached to their uppers wholly by the use of Goodyear Welt and Turn Shoe Machines or Goodyear Universal Inseam Sewing Machines hereby leased or now held by the lessee under lease from the lessor heretofore executed, the trade name or trade mark "Goodyear Turn."

And that the following are agreed to as conditions of this agreement, all of which the lessee covenants and agrees to keep and perform: —

One. The leased machinery shall at all times remain and be the sole and exclusive property of the lessor, and the lessee shall have no right of property therein, but only the right to use the same, upon the conditions herein contained. The leased machinery shall be used only by the lessee himself or by operatives in his direct employ, and only in the factory now occupied by him at in the State of , unless the lessor shall by an instrument in writing, signed by its president, vice-president or treasurer, authorize the lessee to remove the leased machinery and to use the same elsewhere. The leased machinery shall not be transferred or delivered or sublet to any other person or corporation, and neither this agreement nor the lease nor the license hereby granted can be assigned by the lessee by his own act or by operation of law. If the lessee becomes insolvent or bankrupt, or has a receiving order made against him, or makes or executes any bill of sale, deed of trust

or assignment for the benefit of his creditors, or if a sale, mortgage, lease or unauthorized removal of the leased machinery, or any part thereof be made or attempted, or if any distress or execution or attachment be levied thereon, then and in each such case any or all leases of or licenses to use machinery then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, shall at the option of the lessor cease and determine, and the possession of and full right to and control of all machinery the leases or licenses of which are so terminated, shall thereupon revert in the lessor free from all claims and demands whatsoever. The lessor and its agents and employees shall at all times be given access to the leased machinery for the purpose of inspecting it or watching its use and operation, or of altering, repairing, improving, or adding to it, or determining the nature or extent of its use, and the lessee shall afford all reasonable facilities therefor.

Two. The lessee shall at all times and at his own expense keep the leased machinery in good and efficient working order and condition, and shall not permit any one to injure or deface or remove any plate, or dates, numbers, or other inscriptions now or hereafter impressed on or affixed to the leased machinery by the lessor. The lessee shall obtain from the lessor exclusively, and shall pay therefor at the regular prices from time to time established by the lessor, all the duplicate parts, extras, mechanisms and devices, of every kind needed or used in operating, repairing or renewing the leased machinery, and the same shall form part of the leased machinery, and the lessee shall not otherwise make or allow to be made any addition, subtraction or alteration to, from, or in the leased machinery nor interfere with the proper operation of the same.

Three. The leased machinery shall at all times, until the expiration or termination of the lease thereof and license to use the same hereby granted and the re-delivery of the leased machinery into the possession of the lessor as hereinafter provided, be held at the sole risk of the lessee from injury, loss or destruction, and in case any welting or stitching or sewing machine or machines hereby

leased shall be lost or destroyed by fire or otherwise before such expiration or termination and re-delivery, the lessee shall pay to the lessor in respect to each such machine so lost or destroyed the sum of Two Hundred and Twenty-five (225) Dollars as partial reimbursement to the lessor for such loss or destruction, and the lessee shall forthwith return whatever remains of all the machinery so lost or destroyed to the lessor at Beverly, Massachusetts.

Four. The lessee shall pay all taxes and assessments which shall be assessed in respect to the leased machinery or other machinery of the lessor held by the lessee under lease or license upon whomsoever assessed. All taxes or assessments in respect to leases, licenses or agreements covering machinery, or the rights to payments thereunder, shall be construed, for the purposes of this article, to be assessed in respect to the machinery itself. In case at any time any unapportioned tax or assessment shall be assessed to the lessor in respect in part but not wholly to machinery of the lessor in the possession of the lessee the lessee shall pay to the lessor such proportionate part of the total amount of said unapportioned tax or assessment as the fair valuation, to be determined by the lessor, of said machinery of the lessor in the possession of the lessee bears to the fair valuation, to be determined by the lessor, of all machinery (excepting machinery, if any, in the lessor's own possession) in respect to which the unapportioned tax or assessment has been assessed; provided, however, that if such unapportioned tax or assessment includes any tax or assessment in respect to tangible property in the lessor's own possession the amount thereof, based, at the established rate, upon the fair valuation, to be determined by the lessor, of such property, shall first be deducted and the lessee shall pay his proportionate part as aforesaid of the balance only of said unapportioned tax or assessment after such deduction has been made.

Five. The leased machinery shall be used only in the manufacture of boots, shoes and other footwear made by the lessee known in the trade as "Goodyear Welts" which have been or are to be welted wholly by Goodyear Welt and Turn Shoe Machines or Goodyear Universal Inseam Sewing Machines held by the lessee

under lease from the lessor, and the soles of which have been or are to be attached to their welts wholly by Goodyear Outsole Rapid Lockstitch Machines held by the lessee under lease from the lessor or in the manufacture of boots, shoes or other footwear made by the lessee known in the trade as "Goodyear Turns" the soles of which have been or are to be attached to their uppers wholly by Goodyear Welt and Turn Shoe Machines or Goodyear Universal Inseam Sewing Machines held by the lessee under lease from the lessor. The lessee shall not represent or sell as "Goodyear Welts" any boots, shoes or other footwear which are not welted wholly by the use of Goodyear Welt and Turn Shoe Machines or Goodyear Universal Inseam Sewing Machines held under lease from the lessor or the soles of which are not attached to their welts wholly by the use of Goodyear Outsole Rapid Lockstitch Machines held under lease from the lessor, or as "Goodyear Turns" any boots, shoes or other footwear the soles of which are not attached to their uppers wholly by the use of Goodyear Welt and Turn Shoe Machines or Goodyear Universal Inseam Sewing Machines held under lease from the lessor. The lessee shall use the leased machinery to its full capacity in the manufacture of "Goodyear Welts" and "Goodyear Turns" limited only by the number of welted and turned boots, shoes and other footwear made by or for him.

Six. The lessee shall pay to the lessor throughout the full term of this agreement the respective amounts set forth in the following schedule in respect to each pair of welted boots, shoes or other footwear, or portions thereof, manufactured or prepared by or for the lessee, which shall have been welted in whole or in part or the soles of which shall have been in whole or in part attached to welts by the use of any welting or stitching or sewing machinery, and in respect to each pair of "turned" boots, shoes or other footwear, or portions thereof, manufactured or prepared by or for the lessee, the soles of which shall have been sewed or attached to their uppers in whole or in part by the use of any sewing or stitching machinery, viz. :—

SCHEDULE OF PAYMENTS PER PAIR.

	Sizes.			
	From No.	To No.	Welts.	Turns.
Children's . . .	1	10½ inclusive.	3 cents.	1 cent.
Misses' . . .	11	2 " "	4 " "	1½ cents.
Women's . . .	2½	and over.	6 " "	1½ " "
Youths' . . .	9	13½ inclusive.	4 " "	1½ " "
Boys' . . .	1	5 " "	6 " "	1½ " "
Men's . . .	5½	and over.	8 " "	1½ " "

Such payments shall be made on the last day of each calendar month in respect to all such boots, shoes and other footwear manufactured or prepared by or for the lessee during the next preceding calendar month, **provided, however, that in all cases when the lessee shall pay to the lessor on or before the fifteenth day of the calendar month the amount due pursuant to the Schedule in this Article hereof contained for the next preceding calendar month, the lessor will in consideration of such prompt payment grant a discount of fifty per cent. from the amount so due for such preceding calendar month.** The lessee, however, guarantees that the payments made in accordance with the foregoing Schedule of Payments under this agreement, in respect to boots, shoes or other footwear operated upon by the welting, stitching or sewing machines hereby leased (after deducting all abatements) shall amount in each calendar year to at least fifteen dollars (\$15.00) for each calendar month for each welting or stitching or sewing machine hereby leased, and at the end of each calendar year the lessee shall pay to the lessor the amount, if any, by which the total of such payments for said year is less than such guaranteed amount. All payments and the guarantee in this agreement provided for are independent of and in addition to all payments and guarantees provided for in any other leases or licenses or agreements between the lessor and the lessee, provided, however, that (excepting in so far as is required by the guarantees herein contained or contained in other lease and license agreements between the lessor and the lessee), in case under any other "Goodyear Department" lease and license

agreement between the lessor and the lessee and covering one or more Goodyear Welt and Turn Shoe Machines, Goodyear Universal Inseam Sewing Machines or Goodyear Outsole Rapid Lockstitch Machines, the lessee shall have paid to the lessor the amount set forth in the Schedule of Payments in such lease and license agreement contained in respect to any pair of boots, shoes or other footwear, then the lessee shall be relieved from said payment hereunder in respect to that pair of boots, shoes or other footwear.

Seven. The lessor may attach to the leased machinery, or any thereof, an indicator or indicators to register the number of revolutions or movements of any part or parts thereof, and the lessee shall not allow any person (other than the lessor or its agents) to disturb or interfere with such indicator or indicators. In case any indicator thus attached shall from any cause cease to correctly indicate or register, or shall be disturbed or out of repair, or if the glass covering any such indicator shall be removed or broken or injured, then, and as often as the same shall happen, the lessee shall immediately, by writing, notify the lessor, and at the same time explain the circumstances under which the same has happened. In case any such indicator ceases to indicate, or becomes or remains inaccurate, or the glass covering becomes or remains removed, broken, or injured, because of any fault of the lessee or anyone in his employ, or because of the failure of the lessee to give promptly the notice hereinbefore provided for, then, without prejudice to any other rights or remedies of the lessor, the lessee shall pay the lessor, without the right to any discount, eight cents per pair for each pair of boots, shoes or other footwear, or portions thereof, in the manufacture of which the leased machinery or any part thereof shall have been used. The lessee shall keep full and accurate accounts, independently of any indicators that may be placed upon the leased machinery, showing the number and kind of boots, shoes and other footwear or portions thereof manufactured or prepared by or for the lessee which have been welted in whole or in part or the soles of which have been in whole or in part attached to welts by the use of welting or stitching or sewing machinery, and of turned boots, shoes or other footwear or portions thereof manufac-

tured or prepared by or for the lessee, the soles of which have been sewed or attached to their uppers in whole or in part by the use of sewing or stitching machinery, and shall allow the lessor at all times, by its agents or attorneys, to examine and to take copies of such accounts and entries of the lessee as may serve to determine the total number of such boots, shoes or other footwear, or portions thereof; and the lessee shall produce all such accounts and entries upon request. The lessee shall require each of his operators upon the leased machinery or any part thereof to keep upon blanks or blank books to be furnished by the lessor accurate daily records of the number and kind of boots, shoes, and other footwear, or portions thereof, in the manufacture or preparation of which he has used the leased machinery or any part thereof, and shall require his operators to sign such records, and if requested so to do by the lessor, shall verify the same under oath. The lessee shall send to the office of the lessor in Boston, on or before the fifth day of each calendar month, the original records for the next preceding calendar month kept by his operators as above provided for and in case, in any calendar month, any one or more of the machines hereby leased has been entirely idle, the lessee on or before the fifth day of the next succeeding calendar month shall send to the office of the lessor in Boston the blank for said month for each such idle machine marked "not in use" and signed by the lessee. The lessee shall also furnish any further information which may be called for in relation to the leased machinery or the use thereof.

And that the following stipulations and provisions are agreed to:—

Eight. If, at any time, the lessee shall fail or cease to use exclusively welt sewing and outsole stitching machinery held by him under lease from the lessor in the manufacture of all welted boots, shoes or other footwear made by or for him, the welts or soles of which are sewed, stitched or attached by the aid of machinery, or shall fail or cease to use exclusively turn sewing machinery held by him under lease from the lessor in the manufacture of all turned boots, shoes or other footwear made by or for him, the soles of which are sewed or attached by the aid of machinery, the lessor,

although it may have waived or ignored prior instances of such failure or cessation, may at its option terminate forthwith by notice in writing any or all leases of or licenses to use "Goodyear Department" machinery then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and the possession of and full right to and control of all machinery the lease or license of which is so terminated, shall thereupon revert in the lessor free from all claims and demands whatsoever.

Nine. The term of this agreement shall be seventeen years from the date hereof. The lease of the leased machinery and license to use the same hereby granted shall continue, unless sooner terminated by the lessor, as in this agreement provided, for the full term of this agreement, but, if any breach or default shall be made in the observance of any one or more of the conditions in this agreement contained or contained in any other lease or license agreement subsisting between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise and expressed to be obligatory upon the lessee, the lessor shall have the right, by notice in writing to the lessee, to terminate forthwith any or all leases of or licenses to use machinery then in force between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and this notwithstanding that previous breaches or defaults may have been unnoticed, waived or condoned by or on behalf of the lessor. If, upon the expiration of the full term of this agreement, the lessor does not request the return of the leased machinery, then the leased machinery shall continue to be held and used under and in accordance with the conditions, stipulations and provisions in this agreement contained and this agreement and the lease and license herein contained shall thereupon be extended indefinitely as to term; but thereafter either the lessee or the lessor, upon sixty days' notice in writing to the other, may terminate this agreement and the lease and license herein contained, whereupon the leased machinery shall be delivered forthwith to the lessor, as hereinafter provided. Upon the expiration or termination of this agreement or any extension thereof or of the lease and license

herein contained, the lessee shall forthwith deliver the leased machinery to the lessor at Beverly, Massachusetts, in good order, reasonable wear and tear alone excepted, and shall thereupon pay to the lessor without prejudice to any other rights or remedies of the lessor such sum as may be necessary to put the leased machinery in suitable order and condition to lease to another lessee. The lessee for himself, his heirs, executors, and administrators, successors and assigns, hereby grants to the lessor, its successors and assigns, full right, power, and authority upon such expiration or termination and without prejudice to any other rights or remedies of the lessor to enter upon the premises and into any factory, room, or any place where the leased machinery or any part thereof may be, and take possession thereof, and take away the same; and in no case shall the lessee have any claim for the repayment or offset of any sum or sums, or any part thereof, which shall have been paid under this agreement or in respect to the lease and license herein contained or in anywise in respect to the leased machinery.

Ten. Upon the expiration or termination of this agreement, or any extension thereof, or of the lease and license hereby granted, the lessee, in addition to all other payments in this agreement provided for and without prejudice to any other rights or remedies of the lessor, shall pay to the lessor in respect to each welting or stitching or sewing machine hereby leased the sum of One Hundred and Fifty (150) Dollars as partial reimbursement to the lessor for deterioration of the leased machinery, expenses in connection with the installation thereof and instruction of operators.

Eleven. A notice in writing, signed by the president, a vice-president, the treasurer or the assistant treasurer of the lessor, or by any assignee of the lessor's rights hereunder, and posted by prepaid letter, addressed to the lessee or delivered at his usual or last known place of abode or business, that the lease and license hereby granted is terminated or shall be terminated at the expiration of a certain period, shall be a sufficient termination of the lease and license from the time of posting or delivering such notice, or from the expiration of the period therein mentioned, as the case may be. Any termination of this agreement or of the lease and license

hereby granted shall be without prejudice to any rights or remedies which the lessor may have for violation of contract, use of machines without right, use of patented inventions without license or otherwise.

Twelve. The lessee admits the validity for the full term expressed in the grant thereof (and every extension and renewal thereof) of each and every of the Letters Patent of the United States of America owned by the lessor or under which it is licensed, any of the inventions of which are or hereafter may be embodied in the leased machinery, and the validity of and title of the lessor to the exclusive ownership of the trade names or trade marks "Goodyear Welt" and "Goodyear Turn," used in connection with boots, shoes and other footwear. The lessee also agrees that he will not directly or indirectly infringe or contest the validity for the full term expressed in the grant thereof, or of any extension or renewal thereof, of any of the Letters Patent referred to in the "Schedule of Patents" hereto annexed or the title of the lessor thereto and that he will not directly or indirectly infringe or contest the validity of or the title of the lessor to the said trade names or trade marks "Goodyear Welt" or "Goodyear Turn." The expiration or termination of this agreement or any extension thereof or the termination or cesser of the lease and license hereby granted shall not in any way affect the provisions of this clause, or release or discharge the lessee from the admissions and estoppels herein set forth.

Thirteen. None of the conditions, stipulations or provisions of this agreement shall be held to have been waived by any act or knowledge of the lessor, its agents or employees, but only by an instrument in writing, signed by the president, a vice-president, or the treasurer of the lessor.

Fourteen. The term "lessor" shall include the said United Shoe Machinery Company and its successors and assigns. All the conditions, stipulations and provisions binding on the lessee shall be binding on and enforceable against his legal representatives. In the construction of this instrument, words relating to the number and gender of the parties shall be read according to their real number and gender.

In witness whereof, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

by

by

☞ If lessee is a corporation, add corporate seal.

SCHEDULE OF PATENTS.

(Referred to in Article Twelve herein.)

Number.	Date.	Number.	Date.
412,703	October 8, 1889.	584,039	June 8, 1897.
412,704	October 8, 1889.	607,404	July 12, 1898.
424,966	April 8, 1890.	637,225	November 21, 1899.
461,793	October 20, 1891.	665,376	January 1, 1901.
473,870	April 26, 1892.	666,823	January 29, 1901.
474,774	May 10, 1892.	670,195	March 19, 1901.
487,214	November 29, 1892.	675,783	June 4, 1901.
488,505	December 20, 1892.	684,537	October 15, 1901.
488,508	December 20, 1892.	684,538	October 15, 1901.
495,452	April 11, 1893.	684,540	October 15, 1901.
507,873	October 31, 1893.	686,011	November 5, 1901.
518,911	April 24, 1894.	11,951 (Re.)	November 26, 1901.
533,301	January 29, 1895.	687,719	December 3, 1901.
549,125	November 5, 1895.	704,457	July 8, 1902.
560,705	May 26, 1896.	704,458	July 8, 1902.
561,386	June 2, 1896.	705,062	July 22, 1902.
563,471	July 7, 1896.	705,063	July 22, 1902.
563,472	July 7, 1896.	706,045	August 5, 1902.
564,379	July 21, 1896.	718,199	January 13, 1903.
564,883	July 28, 1896.	732,729	July 7, 1903.
11,578 (Re.)	December 8, 1896.	781,596	January 31, 1905.
579,146	March 23, 1897.	790,790	May 23, 1905.
580,773	April 13, 1897.	820,964	May 22, 1906.
582,510	May 11, 1897.	827,699	August 7, 1906.
583,522	June 1, 1897.	835,513	November 13, 1906.
583,968	June 8, 1897.		

[On back:]

United Shoe Machinery Company.
 (Goodyear Department.) J.
 Sewing and Stitching Machines.
 Lease No.

Lessee.

Date,

19

Machine.

PLAINTIFF'S EXHIBIT 25.

[Put in Evidence, page 352.]

Goodyear Department.

[Form A. A. K., 1022.]

Lease and License Agreement Number .

AUXILIARY MACHINES.

This Agreement made this day of 19 , between the United Shoe Machinery Company, a corporation organized under the laws of the State of New Jersey, hereinafter referred to as the lessor, of the one part, and of in the State of , hereinafter referred to as the lessee, of the other part:

Witnesseth that Whereas the lessee now holds under lease from the lessor one or more of the machines of the "Goodyear Department" of the lessor designated by name as follows, viz.: — Goodyear Welt and Turn Shoe Machine, Goodyear Universal Inseam Sewing Machine, Goodyear Outsole Rapid Lockstitch Machine;

And Whereas the lessee has requested the lessor to lease to the lessee and to grant to the lessee a license under the patents of the lessor to use the "Auxiliary Machinery" of the "Goodyear Department" of the lessor hereinafter specified, upon the terms and conditions hereinafter set forth,

Now, Therefore, the lessor, in consideration of the covenants and agreements on the part of the lessee herein contained, does hereby lease to and license the lessee under any letters patent belonging to the lessor or under which the lessor has the right to grant such license affecting any inventions which are now or hereafter shall be embodied therein or employed in the operation thereof to use the auxiliary machine or machines of the "Goodyear Department" of

the lessor designated by number or numbers in the following schedule, viz.:—

SCHEDULE OF AUXILIARY MACHINES.

	I.	II.
Goodyear Bobbin Winding Machine (Rapid), No.	\$20.	\$1.
Goodyear Bobbin Winding Machine (Universal)	20.	1.
Goodyear Welt Grooving and Beveling Machine, No.	15.	1.
Goodyear Welt Splitting Machine, No.	10.	1.
Goodyear Channeling Machine, { Turn Insole } No.	20.	1.
Goodyear Universal Welt Beating Machine, No.	30.	3.
Goodyear Welt Beating and Slashing Machine, No.	150.	10.
Goodyear Universal Shank Skiving Machine, No.	100.	10.
Goodyear Universal Inseam Trimming Machine, No.	225.	15.
Goodyear Universal Rounding and Channeling Machine, No.	225.	15.
Goodyear Channel Opening Machine, No.	20.	1.
Goodyear Automatic Sole Leveling Machine, No.	375.	35.
Goodyear Rotary Sole Laying Machine, No.	300.	30.
Hadaway Stitch Separating Machine, No.	225.	15.
Goodyear Channel Laying Machine, No.	30.	3.
Goodyear Flexible Sole Machine, No.	100.	10.
Goodyear Moulding Machine, No.	10.	1.
Goodyear Turn Shoe Trimming Machine, No.	30.	3.
Goodyear Lip Turning Machine, No.	40.	5.
Goodyear Improved Sole Laying Machine, No.	100.	7.50
Goodyear Shank Welt Skiving Machine, No.	40.	5.
Goodyear Forepart Turning Machine, No.	60.	5.
Goodyear Heel Turning Machine, No.	60.	5.
Goodyear Welt Indenting and Burnishing Machine, No.	30.	3.

and any duplicate parts, extras, mechanisms and devices relating thereto, or used in connection therewith, now attached to or delivered with the said designated machine or machines, or which may at any time hereafter be obtained from the lessor, or be added

thereto by or with the consent of the lessor (the whole of which machine or machines, duplicate parts, extras, mechanisms and devices, held by the lessee under these presents, whether now or hereafter delivered to or in the possession of the lessee, is hereinafter referred to as the "leased machinery"), subject to the conditions hereinafter contained.

And that the following are agreed to as conditions of this agreement, all of which the lessee covenants and agrees to keep and perform:—

One. The leased machinery shall at all times remain and be the sole and exclusive property of the lessor, and the lessee shall have no right of property therein, but only the right to use the same, upon the conditions herein contained. The leased machinery shall be used only by the lessee himself or by operatives in his direct employ, and only in the factory now occupied by him at _____ in the State of _____, unless the lessor shall by an instrument in writing, signed by its president, vice-president or treasurer, authorize the lessee to remove the leased machinery and to use the same elsewhere. The leased machinery shall not be transferred or delivered or sublet to any other person or corporation, and neither this agreement nor the lease nor the license hereby granted can be assigned by the lessee by his own act or by operation of law. If the lessee becomes insolvent or bankrupt, or has a receiving order made against him, or makes or executes any bill of sale, deed of trust or assignment for the benefit of his creditors, or if a sale, mortgage, lease or unauthorized removal of the leased machinery, or any part thereof be made or attempted, or if any distress or execution or attachment be levied thereon, then and in each such case any or all leases of or licenses to use machinery then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, shall at the option of the lessor cease and determine, and the possession of and full right to and control of all machinery the leases or licenses of which are so terminated, shall thereupon revert in the lessor free from all claims and demands whatsoever. The lessor and its agents and employees shall at all times be given access to the leased machin-

ery for the purpose of inspecting it or watching its use and operation, or of altering, repairing, improving, or adding to it, or determining the nature or extent of its use, and the lessee shall afford all reasonable facilities therefor.

Two. The lessee shall at all times and at his own expense keep the leased machinery in good and efficient working order and condition, and shall not permit any one to injure or deface or remove any plate, or dates, numbers, or other inscriptions now or hereafter impressed on or affixed to the leased machinery by the lessor. The lessor shall obtain from the lessor exclusively, and shall pay therefor at the regular prices from time to time established by the lessor, all the duplicate parts, extras, mechanisms and devices, of every kind needed or used in operating, repairing, or renewing the leased machinery, and the same shall form part of the leased machinery, and the lessee shall not otherwise make or allow to be made any addition, subtraction or alteration to, from, or in the leased machinery nor interfere with the proper operation of the same.

Three. The leased machinery shall at all times, until the expiration or termination of the lease thereof and license to use the same hereby granted and the re-delivery of the leased machinery into the possession of the lessor as hereinafter provided, be held at the sole risk of the lessee from injury, loss or destruction, and in case any machine or machines hereby leased shall be lost or destroyed by fire or otherwise before such expiration or termination and re-delivery, the lessee shall pay to the lessor in respect to each machine so lost or destroyed as partial reimbursement to the lessor for such loss or destruction the amount set opposite the name of such machine in the column numbered "L" in the Schedule of Machines hereinbefore contained, and the lessee shall forthwith return whatever remains of the machinery so lost or destroyed to the lessor at Beverly, Massachusetts.

Four. The lessee shall pay all taxes and assessments which shall be assessed in respect to the leased machinery or other machinery of the lessor held by the lessee under lease or license upon whomsoever assessed. All taxes or assessments in respect to leases,

licenses or agreements covering machinery, or the rights to payments thereunder, shall be construed, for the purposes of this article, to be assessed in respect to the machinery itself. In case at any time any unapportioned tax or assessment shall be assessed to the lessor in respect in part but not wholly to machinery of the lessor in the possession of the lessee the lessee shall pay to the lessor such proportionate part of the total amount of said unapportioned tax or assessment, as the fair valuation, to be determined by the lessor, of said machinery of the lessor in the possession of the lessee bears to the fair valuation, to be determined by the lessor, of all machinery (excepting machinery, if any, in the lessor's own possession) in respect to which the unapportioned tax or assessment has been assessed: provided, however, that if such unapportioned tax or assessment includes any tax or assessment in respect to tangible property in the lessor's own possession the amount thereof, based, at the established rate, upon the fair valuation, to be determined by the lessor, of such property, shall first be deducted and the lessee shall pay his proportionate part as aforesaid of the balance only of said unapportioned tax or assessment after such deduction has been made.

Five. The leased machinery shall be used only in the manufacture of boots, shoes and other footwear made by the lessee known in the trade as "Goodyear Welts" which have been or are to be welted wholly by Goodyear Welt and Turn Shoe Machines or Goodyear Universal Inseam Sewing Machines held by the lessee under lease from the lessor, and the soles of which have been or are to be attached to their welts wholly by Goodyear Outsole Rapid Lockstitch Machines held by the lessee under lease from the lessor or in the manufacture of boots, shoes or other footwear made by the lessee known in the trade as "Goodyear Turns" the soles of which have been or are to be attached to their uppers wholly by Goodyear Welt and Turn Shoe Machines or Goodyear Universal Inseam Sewing Machines held by the lessee under lease from the lessor. The lessee shall not represent or sell as "Goodyear Welts" any boots, shoes or other footwear which are not welted wholly by the use of Goodyear Welt and Turn Shoe Machines or Goodyear Universal

Inseam Sewing Machines held under lease from the lessor or the soles of which are not attached to their welts wholly by the use of Goodyear Outsole Rapid Lockstitch Machines held under lease from the lessor, or as "Goodyear Turns" any boots, shoes or other footwear the soles of which are not attached to their uppers wholly by the use of Goodyear Welt and Turn Shoe Machines or Goodyear Universal Inseam Sewing Machines held under lease from the lessor.

Six. The lessee shall pay to the lessor throughout the full term of this agreement the respective amounts set forth in the following schedule in respect to each pair of welted boots, shoes or other footwear, or portions thereof, manufactured or prepared by or for the lessee, which shall have been welted in whole or in part or the soles of which shall have been in whole or in part attached to welts by the use of any welting or stitching or sewing machinery, and in respect to each pair of turned boots, shoes or other footwear, or portions thereof, manufactured or prepared by or for the lessee, the soles of which shall have been sewed or attached to their uppers in whole or in part by the use of any sewing or stitching machinery, viz. : —

SCHEDULE OF PAYMENTS (PER PAIR).

	Sizes.		Welts.	Turns.
	From No.	To No.		
Children's . . .	1	10½ inclusive.	3 cents.	1 cent.
Misses' . . .	11	2 " "	4 " "	1½ cents.
Women's . . .	2½	and over.	6 " "	1½ " "
Youths' . . .	9	13½ inclusive.	4 " "	1½ " "
Boys' . . .	1	5 " "	6 " "	1½ " "
Men's . . .	5½	and over.	8 " "	1½ " "

Such payments shall be made on the last day of each calendar month in respect to all such boots, shoes and other footwear manufactured or prepared by or for the lessee during the next preceding calendar month, **provided, however, that in all cases when the lessee shall pay to the lessor on or before the fifteenth day of the calendar month the amount due pursuant to the Schedule in this Article hereof contained for the next preceding calendar month, the lessor will in consideration of such prompt payment grant a**

discount of fifty per cent. from the amount so due for such preceding calendar month. All payments in this agreement provided for are independent of and in addition to all payments provided for in any other leases or licenses or agreements between the lessor and the lessee, provided, however, that in case under any other "Goodyear Department" lease and license agreement between the lessor and the lessee and covering one or more Goodyear Welt and Turn Shoe Machines, Goodyear Universal Inseam Sewing Machines or Goodyear Outsole Rapid Lockstitch Machines the lessee shall have paid to the lessor the amount set forth in the Schedule of Payments in such lease and license agreement contained in respect to any pair of boots, shoes or other footwear, then the lessee shall be relieved from said payment hereunder in respect to that pair of boots, shoes or other footwear.

Seven. Independently of and in addition to all other payments to be made by the lessee, the lessee shall annually throughout the full term of this agreement pay to the lessor, in respect to each machine hereby leased, the amount set opposite the name of such machine in the column numbered "II." in the Schedule of Machines hereinbefore contained. Such annual payment shall be made in advance on the first day of January in each year, excepting that the first of such payments shall be made on the day of the date of this agreement and shall be such proportion of said respective sum or sums as the unexpired portion of this calendar year bears to the entire year.

Eight. The lessor may attach to the leased machinery, or any thereof, an indicator or indicators to register the number of revolutions or movements of any part or parts thereof, and the lessee shall not allow any person (other than the lessor or its agents) to disturb or interfere with such indicator or indicators. In case any indicator thus attached shall from any cause cease to correctly indicate or register, or shall be disturbed or out of repair, or if the glass covering any such indicator shall be removed or broken or injured, then and as often as the same shall happen the lessee shall immediately by writing notify the lessor and at the same time explain the circumstances under which the same has happened. In

case any such indicator ceases to indicate, or becomes or remains inaccurate, or the glass covering becomes or remains removed, broken, or injured, because of any fault of the lessee or any one in his employ, or because of the failure of the lessee to give promptly the notice hereinbefore provided for, then, without prejudice to any other rights or remedies of the lessor, the lessee shall pay the lessor, without the right to any discount, eight cents per pair for each pair of boots, shoes or other footwear, or portions thereof, in the manufacture of which the leased machinery or any part thereof shall have been used. The lessee shall keep full and accurate accounts, independently of any indicators that may be placed upon the leased machinery, showing the number and kind of boots, shoes and other footwear or portions thereof manufactured or prepared by or for the lessee which have been welted in whole or in part or the soles of which have been in whole or in part attached to welts by the use of welting or stitching or sewing machinery, and of turned boots, shoes or other footwear or portions thereof manufactured or prepared by or for the lessee, the soles of which have been sewed or attached to their uppers in whole or in part by the use of sewing or stitching machinery, and shall allow the lessor at all times, by its agents or attorneys, to examine and to take copies of such accounts and entries of the lessee as may serve to determine the total number of such boots, shoes or other footwear, or portions thereof; and the lessee shall produce all such accounts and entries upon request. The lessee shall if so requested by the lessor at any time require each of his operators upon the leased machinery or any part thereof to keep upon blanks or blank books to be furnished by the lessor accurate daily records of the number and kind of boots, shoes and other footwear, or portions thereof, in the manufacture or preparation of which he has used the leased machinery or any part thereof, and shall require his operators to sign such records, and, if requested so to do by the lessor, shall verify the same under oath. The lessee shall send to the office of the lessor in Boston, on or before the fifth day of each calendar month, the original records for the next preceding calendar month kept by his operators as above provided for and in case, in any

calendar month, any one or more of the machines hereby leased has been entirely idle, the lessee on or before the fifth day of the next succeeding calendar month shall send to the office of the lessor in Boston the blank for said month for each such idle machine marked "not in use" and signed by the lessee. The lessee shall also furnish any further information which may be called for in relation to the leased machinery or the use thereof.

And that the following stipulations and provisions are agreed to:—

Nine. If, at any time, the lessee shall fail or cease to use exclusively welt sewing and outsole stitching machinery held by him under lease from the lessor in the manufacture of all welted boots, shoes, or other footwear made by or for him, the welts or soles of which are sewed, stitched or attached by the aid of machinery, or shall fail or cease to use exclusively turn sewing machinery held by him under lease from the lessor in the manufacture of all turned boots, shoes or other footwear made by or for him, the soles of which are sewed or attached by the aid of machinery, the lessor, although it may have waived or ignored prior instances of such failure or cessation, may at its option terminate forthwith by notice in writing any or all leases of or licenses to use "Goodyear Department" machinery, then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and the possession of and full right to and control of all machinery the lease or license of which is so terminated, shall thereupon revert in the lessor free from all claims and demands whatsoever.

Ten. The term of this agreement shall be seventeen years from the date hereof. The lease of the leased machinery and license to use the same hereby granted shall continue, unless sooner terminated by the lessor as in this agreement provided, for the full term of this agreement, but if any breach or default shall be made in the observance of any one or more of the conditions in this agreement contained or contained in any other lease or license agreement subsisting between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise and expressed to be obligatory upon the lessee, the lessor shall have the right by notice in writing

to the lessee to terminate forthwith any or all leases of or licenses to use machinery then in force between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and this notwithstanding that previous breaches or defaults may have been unnoticed, waived, or condoned by or on behalf of the lessor. If, upon the expiration of the full term of this agreement, the lessor does not request the return of the leased machinery, then the leased machinery shall continue to be held and used under and in accordance with the conditions, stipulations and provisions in this agreement contained and this agreement and the lease and license herein contained shall thereupon be extended indefinitely as to term; but thereafter either the lessee or the lessor, upon sixty days' notice in writing to the other, may terminate this agreement and the lease and license herein contained, whereupon the leased machinery shall be delivered forthwith to the lessor, as hereinafter provided. Upon the expiration or termination of this agreement or any extension thereof or of the lease and license herein contained the lessee shall forthwith deliver the leased machinery to the lessor at Beverly, Massachusetts, in good order, reasonable wear and tear alone excepted, and shall thereupon pay to the lessor without prejudice to any other rights or remedies of the lessor such sum as may be necessary to put the leased machinery in suitable order and condition to lease to another lessee. The lessee for himself, his heirs, executors and administrators, successors and assigns, hereby grants to the lessor, its successors and assigns, full right, power and authority upon such expiration or termination and without prejudice to any other rights or remedies of the lessor to enter upon the premises and into any factory, room, or any place where the leased machinery, or any part thereof, may be, and take possession thereof, and take away the same; and in no case shall the lessee have any claim for the repayment or offset of any sum or sums or any part thereof which shall have been paid under this agreement or in respect to the lease or license herein contained or in anywise in respect to the leased machinery.

Eleven. Upon the expiration or termination of this agreement or any extension thereof or of the lease and license hereby granted

the lessee, in addition to all other payments in this agreement provided for and without prejudice to any other rights or remedies of the lessor, shall pay to the lessor as partial reimbursement to the lessor for deterioration of the leased machinery, expenses in connection with the installation thereof and instruction of operators, an amount in respect to each machine hereby leased equal to two-thirds of the sum set opposite the name of such machine in the column numbered "I." in the Schedule of Machines hereinbefore contained; provided, however, that in case the lease and license hereby granted shall continue throughout the full term of seventeen years hereinbefore provided for as the full term of this agreement and the lessee at the time of returning the leased machinery at the end of said full term shall not be in default as to any of the payments under or other conditions, stipulations or provisions of this or any other lease or license agreement between the lessor and the lessee, then the payment in this article hereof provided for shall not be required to be made.

Twelve. In case the lessee, at any time, shall have in his factory more machines adapted for doing the same work as any machine or machines hereby leased, than in the opinion of the lessor are sufficient for performing the work which the lessee has in his factory, based upon the capacity of such machines and the number and kind of boots, shoes and other footwear made by the lessee for any period of twelve (12) consecutive months next preceding, the lessor may, at its option, upon thirty (30) days' notice in writing to the lessee, terminate the lease and license herein contained in respect to such of the said machines as in the opinion of the lessor are unnecessary; but in the event that the lease and license hereby granted with respect to any machine or machines shall be thus terminated under the provisions of this Article and for no other reason whatsoever, then, provided the lessee is not at the time of such termination in default as to any of the payments under or other conditions, stipulations or provisions of this or any other lease or license agreement between the lessor and the lessee, neither the payment provided for in Article Eleven hereof in respect to such machine or machines nor any further payments under the provi-

sions of Article Seven hereof in respect to such machine or machines shall be required to be made. The termination under the provisions of this Article of the lease or of license to use any one or more of the machines hereby leased shall not affect the lease or license herein contained in respect to any other machine or machines.

Thirteen. In case at any time any of the leased machinery shall not, in the opinion of the lessor, be in good and efficient working order and condition, the lessor without prejudice to any other of its rights or remedies may give written notice to the lessee to put such machinery in good and efficient working order and condition and to replace all broken or missing parts; and in case the lessee does not within (15) days from the date of such notice comply with the requiremeats thereof, as herein set forth, the lessor may cause such machinery to be put in such good and efficient working order and condition, and may supply such broken or missing parts, and the lessee shall forthwith pay to the lessor the expense of making such repairs and the cost at the regular prices established by the lessor therefor of all parts so supplied.

Fourteen. A notice in writing, signed by the president, a vice-president, the treasurer or the assistant treasurer of the lessor or by any assignee of the lessor's rights hereunder, and posted by prepaid letter, addressed to the lessee or delivered at his usual or last known place of abode or business, that the lease and license hereby granted is terminated or shall be terminated at the expiration of a certain period, shall be a sufficient termination of the lease and license from the time of posting or delivering such notice, or from the expiration of the period therein mentioned, as the case may be. Any termination of this agreement or of the lease and license hereby granted shall be without prejudice to any rights or remedies which the lessor may have for violation of contract, use of machines without right, use of patented inventions without license or otherwise.

Fifteen. The lessee admits the validity for the full term expressed in the grant thereof (and every extension and renewal thereof) of each and every of the Letters Patent of the United States of Amer-

ica, owned by the lessor or under which it is licensed, any of the inventions of which are or hereafter may be embodied in the leased machinery, and the validity of and title of the lessor to the exclusive ownership of the trade names or trade marks "Goodyear Welt" and "Goodyear Turn," used in connection with boots, shoes and other footwear. The lessee also agrees that he will not directly or indirectly infringe or contest the validity for the full term expressed in the grant thereof or of any extension or renewal thereof, or any of the Letters Patent referred to in the "Schedule of Patents" hereto annexed or the title of the lessor thereto and that he will not directly or indirectly infringe or contest the validity of or the title of the lessor to the said trade names or trade-marks "Goodyear Welt" or "Goodyear Turn." The expiration or termination of this agreement or any extension thereof or the termination or cesser of the lease and license hereby granted shall not in any way affect the provisions of this clause, or release or discharge the lessee from the admissions and estoppels herein set forth.

Sixteen. None of the conditions, stipulations or provisions of this agreement shall be held to have been waived by any act or knowledge of the lessor, its agents or employees, but only by an instrument in writing, signed by the president, a vice-president, or the treasurer of the lessor.

Seventeen. The term "lessor" shall include the said United Shoe Machinery Company and its successors and assigns. All the conditions, stipulations and provisions binding on the lessee shall be binding on and enforceable against his legal representatives. In the construction of this instrument, words relating to the number and gender of the parties shall be read according to their real number and gender.

In witness whereof, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

by

by

 If lessee is a corporation, add corporate seal.

SCHEDULE OF PATENTS.

(Referred to in Article Fifteen herein.)

Number.	Date.	Number.	Date.
393,215	November 20, 1888.	583,522	June 1, 1897.
393,216	November 20, 1888.	583,968	June 8, 1897.
412,703	October 8, 1889.	584,038	June 8, 1897.
412,704	October 8, 1889.	584,039	June 8, 1897.
424,966	April 8, 1890.	590,597	September 28, 1897.
429,065	May 27, 1890.	590,831	September 28, 1897.
435,882	September 2, 1890.	594,810	November 30, 1897.
435,883	September 2, 1890.	595,764	December 21, 1897.
436,034	September 9, 1890.	598,727	February 8, 1898.
442,770	December 16, 1890.	599,602	February 22, 1898.
453,999	June 9, 1891.	600,883	March 22, 1898.
456,041	July 14, 1891.	607,404	July 12, 1898.
460,526	September 29, 1891.	609,100	August 16, 1898.
461,793	October 20, 1891.	610,314	September 6, 1898.
463,967	November 24, 1891.	610,315	September 6, 1898.
463,982	November 24, 1891.	620,205	February 28, 1899.
473,870	April 26, 1892.	622,460	April 4, 1899.
474,774	May 10, 1892.	625,633	May 23, 1899.
483,393	September 27, 1892.	627,034	June 13, 1899.
487,214	November 29, 1892.	627,035	June 13, 1899.
488,505	December 20, 1892.	630,338	August 30, 1899.
488,508	December 20, 1892.	633,836	September 26, 1899.
488,591	December 27, 1892.	635,015	October 17, 1899.
488,841	December 27, 1892.	635,772	October 31, 1899.
495,452	April 11, 1893.	637,225	November 21, 1899.
500,060	June 20, 1893.	638,010	November 28, 1899.
505,598	September 26, 1893.	640,063	December 26, 1899.
507,873	October 31, 1893.	644,571	March 6, 1900.
510,127	December 5, 1893.	644,654	March 6, 1900.
511,263	December 19, 1893.	651,406	June 12, 1900.
514,364	February 6, 1894.	652,908	July 3, 1900.
514,741	February 13, 1894.	653,227	July 10, 1900.
518,911	April 24, 1894.	653,236	July 10, 1900.

520,020	May 15, 1894.	664,405	December 25, 1900.
529,900	November 27, 1894.	665,376	January 1, 1901.
533,301	January 29, 1895.	666,823	January 29, 1901.
536,338	March 26, 1895.	667,086	January 29, 1901.
536,352	March 26, 1895.	668,635	February 26, 1901.
537,823	April 23, 1895.	670,195	March 19, 1901.
540,222	May 28, 1895.	675,783	June 4, 1901.
540,223	May 28, 1895.	677,315	June 25, 1901.
540,438	June 4, 1895.	677,550	July 2, 1901.
540,616	June 4, 1895.	682,315	September 10, 1901.
541,988	July 2, 1895.	684,359	October 8, 1901.
542,813	July 16, 1895.	684,537	October 15, 1901.
543,012	July 23, 1895.	684,538	October 15, 1901.
546,211	September 10, 1895.	684,540	October 15, 1901.
546,851	September 24, 1895.	686,011	November 5, 1901.
546,852	September 24, 1895.	686,371	November 12, 1901.
548,309	October 22, 1895.	11,951	(Re.) Nov. 26, 1901.
549,125	November 5, 1895.	687,719	December 3, 1901.
549,126	November 5, 1895.	688,411	December 10, 1901.
549,471	November 5, 1895.	690,422	January 7, 1902.
553,948	February 4, 1896.	691,903	January 28, 1902.
553,949	February 4, 1896.	692,401	February 4, 1902.
555,547	March 3, 1896.	694,367	March 4, 1902.
555,548	March 3, 1896.	699,679	May 13, 1902.
557,744	April 7, 1896.	700,913	May 27, 1902.
558,379	April 14, 1896.	704,457	July 8, 1902.
558,380	April 14, 1896.	704,458	July 8, 1902.
558,381	April 14, 1896.	705,062	July 22, 1902.
558,382	April 14, 1896.	705,063	July 22, 1902.
558,888	April 21, 1896.	706,038	August 5, 1902.
559,314	April 28, 1896.	706,045	August 5, 1902.
11,538	(Reissue) May 12, 1896.	712,669	November 4, 1902.
560,705	May 26, 1896.	718,199	January 13, 1903.
560,976	May 26, 1896.	719,584	February 3, 1903.
561,386	June 2, 1896.	732,729	July 7, 1903.
563,471	July 7, 1896.	759,273	May 10, 1904.

563,472	July 7, 1896.	763,620	June 28, 1904.
563,487	July 7, 1896.	768,560	August 23, 1904.
564,379	July 21, 1896.	781,596	January 31, 1905.
564,883	July 28, 1896.	781,628	January 31, 1905.
11,578	(Re.) December 8, 1896.	781,636	February 7, 1905.
573,068	December 15, 1896.	788,796	May 2, 1905.
573,069	December 15, 1896.	788,809	May 2, 1905.
11,587	(Re.) February 2, 1897.	790,790	May 23, 1905.
576,114	February 2, 1897.	804,645	November 14, 1905.
579,146	March 23, 1897.	808,628	January 2, 1906.
579,205	March 23, 1897.	820,964	May 22, 1906.
579,206	March 23, 1897.	827,699	August 7, 1906.
579,207	March 23, 1897.	835,513	November 13, 1906.
579,231	March 23, 1897.	845,277	February 26, 1907.
580,746	April 13, 1897.	851,737	April 30, 1907.
580,773	April 13, 1897.		
582,510	May 11, 1897.		

[On back:]

United Shoe Machinery Company.
Goodyear Department.
Auxiliary Machines. K.

Lease No.	Lessee.
Date,	19
Machine.	

PLAINTIFF'S EXHIBIT 26.

[Put in Evidence, page 363.]

Goodyear Department. (1101)
Lease and License Number .
Full Set.

This Lease and Agreement made at Boston, in the State of Massachusetts, this day of , 19 , between the United Shoe Machinery Company, a corporation organized under the laws of the State of New Jersey, having an office in said Boston, hereinafter referred to as the lessor, of the one part, and of in the State of , hereinafter referred to as the lessee, of the other part :

Witnesseth, that the lessor in consideration of the covenants and

agreements on the part of the lessee herein contained, does hereby lease to and license the lessee under any letters patent belonging to the lessor or under which the lessor has the right to grant such license affecting any inventions which are now or hereafter may be embodied therein or employed in the operation thereof, to use the machine or machines known as "Goodyear Department" machinery now or hereafter delivered to the lessee and designated by number or numbers in the following schedule, viz. : —

SCHEDULE OF MACHINES.

- Goodyear Welt and Turn Shoe Machine, No.
- Goodyear Welt and Turn Shoe Machine — Model E, No.
- Goodyear Universal Inseam Sewing Machine, No.
- Goodyear Bobbin Winding Machine (Universal), No.
- Goodyear Outsole Rapid Lockstitch Machine, No.
- Goodyear Bobbin Winding Machine (Rapid), No.
- Extension Edge Attachment (A), No.
- Extension Edge Attachment (B), No.
- Welt Beveling Attachment, No.
- Goodyear Welt Grooving and Beveling Machine No.
- Goodyear Welt Splitting Machine No.
- Goodyear Channeling Machine, $\left\{ \begin{array}{l} \text{Turn} \\ \text{Insole} \\ \text{Outsole} \end{array} \right\}$ No.
- Goodyear Universal Welt Beating Machine, No.
- Goodyear Welt Beating and Slashing Machine, No.
- Goodyear Universal Shank Skiving Machine, No.
- Goodyear Universal Inseam Trimming Machine, No.
- Goodyear Universal Rounding and Channeling Machine, No.
- Goodyear Channel Opening Machine, No.
- Goodyear Automatic Sole Leveling Machine, No.
- Goodyear Rotary Sole Laying Machine, No.
- Hadaway Stitch Separating Machine, No.
- Goodyear Channel Laying Machine, No.
- Goodyear Flexible Sole Machine, No.
- Goodyear Moulding Machine, No.
- Goodyear Turn Shoe Trimming Machine, No.

Goodyear Lip Turning Machine, No.
Goodyear Improved Sole Laying Machine, No.
Goodyear Shank Welt Skiving Machine, No.
Goodyear Forepart Turning Machine, No.
Goodyear Heel Turning Machine, No.
Goodyear Welt Indenting and Burnishing Machine, No.
Goodyear Steam Generator, No.

and any duplicate parts, extras, mechanisms and devices relating thereto, or used in connection therewith, now attached to or delivered with the said designated machine or machines, or which may at any time hereafter be obtained from the lessor, or be added thereto with the consent of the lessor (the whole of which machine or machines, duplicate parts, extras, mechanisms and devices, held by the lessee under these presents, whether now or hereafter delivered to or in the possession of the lessee, is hereinafter referred to as the "leased machinery"), subject to the conditions hereinafter contained.

And that the following are agreed to as conditions of the lease and license of the leased machinery, all of which the lessee covenants and agrees to keep and perform: —

One. The leased machinery shall at all times remain and be the sole and exclusive property of the lessor, and the lessee shall have no right of property therein but only the right to use the same, upon the conditions herein contained. The leased machinery shall be used only by the lessee himself, or by operatives in his direct employ, and only in the factory now occupied by him at in the State of . The leased machinery shall not be transferred or delivered or sublet to any other person or corporation, and neither the lease nor the license hereby granted can be assigned by the lessee by his own act or by operation of law. If the lessee becomes insolvent or bankrupt, or has a receiving order made against him, or makes or executes any bill of sale, deed of trust or assignment for the benefit of his creditors, or if a sale or lease or removal of the leased machinery, or any part thereof, without the consent in writing of the lessor, be made or attempted, or if any distress or execution or attachment be levied thereon, then and in each such

case this lease and license and any other lease or license then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, shall at the option of the lessor cease and determine, and the possession of and full right to and control of all the leased machinery, and any machinery held by the lessee under any other lease or license from the lessor, whether as the result of assignment to the lessor or otherwise, shall thereupon revert in the lessor free from all claims or demands whatsoever. The lessor and its agents and employees shall at all times be given access to the leased machinery for the purpose of inspecting it or watching its use and operation, or of altering, repairing, improving, or adding to it, or determining the nature or extent of its use, and the lessee shall afford all reasonable facilities therefor.

Two. The lessee shall at all times and at his own expense keep the leased machinery in good and efficient working order and condition, and shall not permit anyone to injure or deface or remove any plate, or dates, numbers, or other inscriptions now or hereafter impressed on or affixed to the leased machinery by the lessor. The lessee shall obtain from the lessor exclusively, and shall pay therefor at the regular prices from time to time established by the lessor, all the duplicate parts, extras, mechanisms and devices, of every kind needed or used in operating, repairing, or renewing the leased machinery, and the same shall form part of the leased machinery, and the lessee shall not otherwise make or allow to be made any addition, subtraction or alteration to, from, or in the leased machinery without the consent in writing of the lessor, nor interfere with the proper operation of the same.

Three. The lessee shall pay all taxes and assessments which shall be assessed in respect to the leased machinery or other machinery of the lessor held by the lessee under lease or license upon whomsoever assessed. All taxes or assessments in respect to leases, licenses or agreements covering machinery, or the rights to payments thereunder, shall be construed, for the purposes of this article, to be assessed in respect to the machinery itself. In case at any time any unapportioned tax or assessment shall be assessed to the lessor in respect in part but not wholly to machinery of the

lessor in the possession of the lessee the lessee shall pay to the lessor such proportionate part of the total amount of said unapportioned tax or assessment as the fair valuation, to be determined by the lessor, of said machinery of the lessor in the possession of the lessee bears to the fair valuation, to be determined by the lessor, of all machinery (excepting machinery, if any, in the lessor's own possession) in respect to which the unapportioned tax or assessment has been assessed; provided, however, that if such unapportioned tax or assessment includes any tax or assessment in respect to tangible property in the lessor's own possession the amount thereof, based, at the established rate, upon the fair valuation, to be determined by the lessor, of such property, shall first be deducted and the lessee shall pay his proportionate part as aforesaid of the balance only of said unapportioned tax or assessment after such deduction has been made.

Four. The leased machinery shall be used only in the manufacture of boots, shoes and other footwear, known in the trade as "Goodyear Welts," which are or shall be welted and the soles stitched on welt sewing and stitching machines hereby, or by other instrument, heretofore or hereafter, leased to the lessee by the lessor or its assignor, or in the manufacture of boots, shoes or other footwear, known in the trade as "Goodyear Turns," the soles of which are or shall be attached to their uppers by turn sewing machines hereby, or by other instrument, heretofore or hereafter, leased to the lessee by the lessor or its assignor. The lessee shall use all Goodyear Welt and Turn Shoe Machines, Goodyear Universal Inseam Sewing Machines and Goodyear Outsole Rapid Lockstitch Machines hereby leased or held by him under other lease or license or agreement from the lessor, whether as the result of assignment to the lessor or otherwise, to their full capacity, limited only by the number of welted or turned boots, shoes and other footwear made by or for him.

Five. The lessee shall pay to the lessor immediately after the execution hereof, as a lease premium, the sum of Dollars and the lessee shall also pay to the lessor on the last day of each calendar month as rent or royalty the rental or royalty set forth in the

following schedule for each pair of boots, shoes or other footwear or portions thereof manufactured or prepared during the next preceding calendar month in any way, whether wholly or in part by the aid of the leased machinery or any part thereof:—

SCHEDULE OF RENTS AND ROYALTIES FOR GOODYEAR WELTS AND
TURNS.

	From No.	Sizes. To. No.	Welts.	Turns.
Children's . . .	1	10½ inclusive.	3 cents.	1 cent.
Misses' . . .	11	2 " "	4 "	1½ cents.
Women's . . .	2½	and over.	6 "	1½ "
Youths' . . .	9	13½ inclusive.	4 "	1½ "
Boys' . . .	1	5 " "	6 "	1½ "
Men's . . .	5½	and over.	8 "	1½ "

provided, however, that in all cases when the lessee shall pay to the lessor on or before the fifteenth day of the calendar month the rent or royalty due for the use of the leased machinery for the next preceding calendar month, the lessor will, in consideration of such prompt payment, grant a discount of fifty per cent. from such rent or royalty due for such preceding calendar month.

Six. The lessor may attach to the leased machinery, or any thereof, an indicator or indicators to register the number of revolutions or movements of any part or parts thereof, and the lessee shall not allow any person (other than the lessor or its agents) to disturb or interfere with such indicator or indicators. In case any indicator thus attached shall from any cause cease to correctly indicate or register, or shall be disturbed or out of repair, or if the glass covering any such indicator shall be removed or broken or injured, then, and as often as the same shall happen the lessee shall immediately by writing notify the lessor, and at the same time explain the circumstances under which the same has happened. In case any such indicator ceases to indicate or becomes or remains inaccurate, or the glass covering becomes or remains removed, broken, or injured, because of any fault of the lessee or anyone in his employ, or because of the failure of the lessee to give promptly the notice hereinbefore provided for, then, without prejudice to

any other rights of the lessor hereunder, the lessee shall pay the lessor as rent or royalty, without the right to any discount, eight cents per pair for each pair of boots, shoes and other footwear, or portions thereof in the manufacture of which the leased machinery or any part thereof shall have been used. The lessee shall keep full and accurate accounts, independently of any indicators that may be placed upon the leased machinery, showing the number and kind of boots, shoes, and other footwear or portions thereof in the manufacture of which the leased machinery or any part thereof shall have been used, and shall allow the lessor at all times by its agents or attorneys, to examine and to take copies of such accounts and entries of the lessee as may serve to determine the total number of boots, shoes, or other footwear, or portions thereof, made by the aid of the leased machinery or any part thereof, and the lessee shall produce all such accounts and entries upon request. The lessee shall require each of his operators upon the leased machinery or any part thereof to keep, upon blanks or blank books to be furnished by the lessor, accurate daily records of the number and kind of boots, shoes, and other footwear, or portions thereof, in the making of which he has used the leased machinery or any part thereof, and shall require his operators to sign such records, and if requested so to do by the lessor, shall verify the same under oath and shall also furnish any further information called for by said blanks or blank-books; and the lessee shall send to the office of the lessor in Boston, on or before the fifth day of each calendar month, the original records for the next preceding calendar month kept by his operators as above provided for; and, in case in any calendar month, none of the leased machinery has been used, the lessee shall notify the lessor in writing of that fact, on or before the fifth day of the next succeeding calendar month.

And that the following agreements, stipulations and provisions are agreed to:—

Seven. If at any time the lessee shall fail or cease to use exclusively welt sewing and outsole stitching machinery held by him under lease from the lessor, in the manufacture of all "welted" boots, shoes, or other footwear made by or for him, the welts or

247

soles of which are sewed by the aid of machinery, or shall fail or cease to use exclusively turn sewing machinery held by him under lease from the lessor in the manufacture of all "turn" boots, shoes or other footwear, the soles of which are sewed by the aid of machinery, the lessor, although it may have waived or ignored prior instances of such failure or cessation, may at its option terminate forthwith by notice in writing this lease and license and any other lease or license of "Goodyear Department" machinery then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise; and the possession of and full right to and control of all the leased machinery and all "Goodyear Department" machinery held by the lessee under lease or license from the lessor or its assignor shall thereupon revert in the lessor free from all claims and demands whatsoever.

Eight. This lease and license shall continue, unless sooner terminated by the lessor because of breach thereof on the part of the lessee, or otherwise as herein provided, for seventeen years from the date hereof. But if any breach or default shall be made in the observance of any one or more of the conditions herein contained or contained in any other lease or license agreement subsisting between the lessor and the lessee whether as the result of assignment to the lessor or otherwise and expressed to be obligatory upon the lessee, the lessor shall have the right, by notice in writing to the lessee to terminate forthwith this lease and license, and also if the lessor so elects any other lease or license agreements then in force between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and this notwithstanding that previous breaches or defaults may have been unnoticed, waived, or condoned by or on behalf of the lessor. If, upon the expiration of the full term of this lease, the lessor does not request the return of the leased machinery, then the leased machinery shall continue to be held and used under and in accordance with the conditions of this lease and license, which shall thereupon be extended indefinitely as to term; but thereafter either the lessee or the lessor, upon sixty days' notice in writing to the other, may terminate this lease and license, whereupon the leased ma-

chinery shall be delivered forthwith to the lessor, as herein provided. Upon the expiration of this lease and license or any extension thereof or its termination by notice or by reason of any default on the part of the lessee as to the terms of this lease and license or any other lease or license from the lessor or otherwise in any manner whatsoever, the lessee shall forthwith deliver the leased machinery to the lessor at its office or factory in good order, reasonable wear and tear alone excepted; and the lessee for himself, his heirs, executors and administrators, hereby grants to the lessor, its successors and assigns, full right, power and authority to enter upon the premises and into any factory, room, or any place where the leased machinery, or any part thereof, may be, and take possession thereof, and take away the same; and the lessee shall have no claim for the repayment of any sum or sums, or any part thereof, which he shall have paid as consideration for the grant of this lease and license or for rent or royalty, or otherwise in respect to the leased machinery.

Nine. A notice in writing, signed by the president, a vice-president, the treasurer or the assistant treasurer of the lessor or by any assignee of the lessor's rights hereunder, and posted by prepaid letter, addressed to the lessee or delivered at his usual or last known place of abode or business, that the lease and license hereby granted is determined or shall be determined at the expiration of a certain period, shall be a sufficient determination of the lease and license from the time of posting or delivering such notice, or from the expiration of the period therein mentioned, as the case may be. Any termination of this lease and license shall not release the lessee from his obligation to pay rent or royalty for the period prior to such termination, and shall be without prejudice to any other rights or remedies which the lessor may have for violation of contract, use of machines without right, or use of patented inventions without license.

Ten. The lessee admits the validity for the full term expressed in the grant thereof (and every extension and renewal thereof) of each and every of the Letters Patent of the United States of America, owned by the lessor or under which it is licensed, any of

the inventions of which are or hereafter may be embodied in the leased machinery. The lessee also agrees that he will not directly or indirectly infringe or contest the validity for the full term expressed in the grant thereof or of any extension or renewal thereof, of any of the Letters Patent referred to in the "Schedule of Patents" hereto annexed or the title of the lessor thereto. The expiration of this agreement or any extension thereof or the termination or cesser of the lease and license hereby granted shall not in any way affect the provisions of this clause, or release or discharge the lessee from the admissions and estoppels herein set forth.

Eleven. None of the terms or conditions of this lease and license shall be held to have been waived by any act or knowledge of the lessor, its agents or employees, but only by an instrument in writing, signed by the president, a vice-president, the treasurer or the assistant treasurer of the lessor.

Twelve. The term "lessor" shall include the said United Shoe Machinery Company and its successors and assigns. All the conditions and agreements binding on the lessee shall be binding on and enforceable against his legal representatives. In the construction of this instrument, words relating to the number and gender of the parties shall be read according to their real number and gender.

In witness whereof, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

☞ If lessee is a corporation, add corporate seal.

SCHEDULE OF PATENTS.
(Referred to in Article Ten herein.)

Number.	Date.	Number.	Date.
424,966	April 8, 1890.	677,550	July 2, 1901.
429,065	May 27, 1890.	682,315	September 10, 1901.
435,882	September 2, 1890.	684,359	October 8, 1901.
435,883	September 2, 1890.	684,537	October 15, 1901.
436,034	September 9, 1890.	684,538	October 15, 1901.
442,770	December 16, 1890.	684,540	October 15, 1901.

453,999	June 9, 1891.	685,991	July 5, 1901.
456,041	July 14, 1891.	686,011	November 5, 1901.
460,526	September 29, 1891.	686,371	November 12, 1901.
461,793	October 20, 1891.	11,951	(Re.) Nov. 26, 1901.
463,967	November 24, 1891.	687,719	December 3, 1901.
463,982	November 24, 1891.	688,411	December 10, 1901.
473,870	April 26, 1892.	690,422	January 7, 1902.
474,774	May 10, 1892.	691,903	January 28, 1902.
483,393	September 27, 1892.	692,401	February 4, 1902.
487,214	November 29, 1892.	694,367	March 4, 1902.
488,505	December 20, 1892.	699,679	May 13, 1902.
488,508	December 20, 1892.	700,913	May 27, 1902.
488,591	December 27, 1892.	702,196	June 10, 1902.
488,841	December 27, 1892.	704,457	July 8, 1902.
495,452	April 11, 1893.	704,458	July 8, 1902.
500,060	June 20, 1893.	705,062	July 22, 1902.
505,598	September 26, 1893.	705,063	July 22, 1902.
507,873	October 31, 1893.	706,038	August 5, 1902.
510,127	December 5, 1893.	706,045	August 5, 1902.
511,263	December 19, 1893.	712,669	November 4, 1902.
514,364	February 6, 1894.	718,199	January 13, 1903.
514,741	February 13, 1894.	719,584	February 3, 1903.
518,911	April 24, 1894.	732,729	July 7, 1903.
520,020	May 15, 1894.	759,273	May 10, 1904.
529,900	November 27, 1894.	763,620	June 28, 1904.
533,301	January 29, 1895.	764,569	July 12, 1904.
536,338	March 26, 1895.	768,560	August 23, 1904.
536,352	March 26, 1895.	781,596	January 31, 1905.
537,823	April 23, 1895.	781,628	January 31, 1905.
540,222	May 28, 1895.	781,636	February 7, 1905.
540,223	May 28, 1895.	788,796	May 2, 1905.
540,438	June 4, 1895.	788,809	May 2, 1905.
540,616	June 4, 1895.	790,790	May 23, 1905.
541,988	July 2, 1895.	797,802	August 22, 1905.
542,813	July 16, 1895.	797,803	August 22, 1905.
543,012	July 23, 1895.	804,645	November 14, 1905.

546,211	September 10, 1895.	808,628	January 2, 1906.
546,851	September 24, 1895.	817,309	April 10, 1906.
546,852	September 24, 1895.	820,964	May 22, 1906.
548,309	October 22, 1895.	826,352	July 17, 1906.
549,125	November 5, 1895.	827,699	August 7, 1906.
549,126	November 5, 1895.	835,513	November 13, 1906.
549,471	November 5, 1895.	845,277	February 26, 1907.
550,402	November 26, 1895.	845,939	March 5, 1907.
553,948	February 4, 1896.	851,737	April 30, 1907.
553,949	February 4, 1896.	852,703	May 7, 1907.
555,547	March 3, 1896.	875,171	December 31, 1907.
555,548	March 3, 1896.	875,172	December 31, 1907.
557,744	April 7, 1896.	877,036	January 21, 1908.
558,379	April 14, 1896.	878,475	February 4, 1908.
558,380	April 14, 1896.	880,792	March 3, 1908.
558,381	April 14, 1896.	885,232	April 21, 1908.
558,382	April 14, 1896.	885,244	April 21, 1908.
558,888	April 21, 1896.	887,957	May 19, 1908.
559,314	April 28, 1896.	887,991	May 19, 1908.
11,538	(Reissue) May 12, 1896.	888,083	May 19, 1908.
560,705	May 26, 1896.	889,287	June 2, 1908.
560,976	May 26, 1896.	894,332	July 28, 1908.
561,386	June 2, 1896.	895,623	August 11, 1908.
563,471	July 7, 1896.	900,248	October 6, 1908.
563,472	July 7, 1896.	900,925	October 13, 1908.
563,487	July 7, 1896.	904,604	November 24, 1908.
564,379	July 21, 1896.	906,092	December 8, 1908.
564,883	July 28, 1896.	906,705	December 15, 1908.
11,578	(Re.) December 8, 1896.	910,339	January 19, 1909.
573,068	December 15, 1896.	916,021	March 28, 1909.
573,069	December 15, 1896.	917,807	April 13, 1909.
11,587	(Re.) February 2, 1897.	917,872	April 13, 1909.
576,114	February 2, 1897.	922,696	May 25, 1909.
579,146	March 23, 1897.	922,697	May 25, 1909.
579,205	March 23, 1897.	925,509	June 22, 1909.
579,206	March 23, 1897.	930,115	August 3, 1909.

579,207	March 23, 1897.	930,272	August 3, 1909.
579,231	March 23, 1897.	930,542	August 10, 1909.
580,746	April 13, 1897.	933,174	September 7, 1909.
580,773	April 13, 1897.	933,175	September 7, 1909.
582,510	May 11, 1897.	934,434	September 21, 1909.
583,522	June 1, 1897.	935,726	October 5, 1909.
583,968	June 8, 1897.	935,765	October 5, 1909.
584,038	June 8, 1897.	937,504	October 19, 1909.
584,039	June 8, 1897.	939,007	November 2, 1909.
590,597	September 28, 1897.	939,498	November 9, 1909.
590,831	September 28, 1897.	939,621	November 9, 1909.
594,810	November 30, 1897.	942,133	December 7, 1909.
595,764	December 21, 1897.	942,919	December 14, 1909.
598,727	February 8, 1898.	944,260	December 28, 1909.
599,602	February 22, 1898.	944,498	December 28, 1909.
600,883	March 22, 1898.	946,591	January 18, 1910.
607,404	July 12, 1898.	947,149	January 18, 1910.
609,100	August 16, 1898.	950,616	March 1, 1910.
610,314	September 6, 1898.	952,701	March 22, 1910.
610,315	September 6, 1898.	956,971	May 3, 1910.
620,205	February 28, 1899.	958,913	May 24, 1910.
622,460	April 4, 1899.	960,781	June 7, 1910.
625,633	May 23, 1899.	961,200	June 14, 1910.
627,034	June 13, 1899.	962,138	June 21, 1910.
627,035	June 13, 1899.	962,139	June 21, 1910.
630,338	August 30, 1899.	963,708	July 5, 1910.
633,836	September 26, 1899.	963,761	July 12, 1910.
635,015	October 17, 1899.	965,656	July 26, 1910.
635,772	October 31, 1899.	968,553	August 30, 1910.
637,225	November 21, 1899.	968,554	August 30, 1910.
638,010	November 28, 1899.	968,555	August 30, 1910.
640,063	December 26, 1899.	968,556	August 30, 1910.
644,571	March 6, 1900.	971,014	September 20, 1910.
644,654	March 6, 1900.	971,674	October 4, 1910.
651,406	June 12, 1900.	973,038	October 18, 1910.
652,014	June 19, 1900.	973,182	October 18, 1910.

652,908	July 3, 1900.	974,309	November 1, 1910.
653,227	July 10, 1900.	974,757	November 1, 1910.
653,236	July 10, 1900.	976,450	November 22, 1910.
664,405	December 25, 1900.	981,190	January 10, 1911.
665,376	January 1, 1901.	981,345	January 10, 1911.
666,823	January 29, 1901.	984,772	February 21, 1911.
667,086	January 29, 1901.	984,773	February 21, 1911.
668,635	February 26, 1901.	988,332	April 4, 1911.
670,195	March 19, 1901.	989,142	April 11, 1911.
675,082	May 28, 1901.	993,543	May 30, 1911.
675,725	June 4, 1901.	995,670	June 20, 1911.
675,783	June 4, 1901.	996,483	June 27, 1911.
677,315	June 25, 1901.	996,707	July 4, 1911.

[On back:]

United Shoe Machinery Company.
Goodyear Department.
(Lease Premium.)

Lease No. _____, Lessee.
Date, 19 ____
Machines.

PLAINTIFF'S EXHIBIT 27.

[Put in Evidence, page 370.]

United States. Heeling Department. 100.
Lease and License Number 10.

This Lease and Agreement made at Boston, in the State of Massachusetts, this *twenty-third* day of *April*, 1900, between the United Shoe Machinery Company, a corporation organized under the laws of the State of New Jersey, having an office in said Boston, hereinafter referred to as the lessor, of the one part, and *M. Felix and Company of Cincinnati, Ohio* hereinafter referred to as the lessee, of the other part:

Witnesseth, that the lessor, in consideration of the covenants and agreements on the part of the lessee herein contained, does hereby lease to and license the lessee under its patents to use the machine

or machines now or hereafter delivered to the lessee and designated by their number or numbers in the following schedule, viz.:—

McKay Heel Pricking Machine, No. 477,
Bigelow Heel Compressing Machine, No.
McKay Heel Compressing and Loading Machine, No.
Fisher Compressing Machine, No.
Bresnahan Compressing Machine, No.
American Compressing Machine, No.
Columbia Compressing Machine, No.
Bigelow Heel Nailing Machine, No.
McKay Rapid Nailing Machine, No. 1651,
McKay No. 2 Automatic Heel Nailing and Trimming Machine,
No.
McKay Automatic Heel Loading and Attaching Machine, No.
American Lightning Nailing Machine, No.
Improved National Machine, No.
Columbia Nailing Machine, No.
McKay Heel Trimming and Randing Machine, No. 620,
McKay Knife Grinding Machine, No. 396,
McKay Rand Trimming Machine, No.
McKay Rand Trimming and Scouring Machine, No.
King Heel Trimming Machine, No.
Smith Heel Trimming Machine, No.
Bussel Heel Trimming Machine, No.
McKay Heel Breast Trimming Machine, No.
McKay Power Heel Breasting Machine, No.

and any parts, mechanisms, tools or devices relating thereto, or used in connection therewith, now attached to or delivered with the said designated machine or machines, or which may at any time hereafter be obtained from the lessor, or be added thereto with the consent of the lessor (the whole of which machine or machines, parts, mechanisms, tools or devices, held by the lessee under these presents, whether now or hereafter delivered to or in the possession of the lessee, is hereinafter referred to as "the said machinery"), subject to the conditions hereinafter contained.

And the following are agreed to as conditions of the lease and

license of the said machinery, all of which the lessee covenants and agrees to keep and perform:—

One. The said machinery shall be used only by the lessee himself, or by operatives in his direct employ, and only in the factory now occupied by him at *Cincinnati* in the State of *Ohio*. The said machinery shall not be transferred or delivered or sublet to another, and the lease or the license hereby granted cannot be assigned by the lessee by his own act or by operation of law. If the lessee becomes insolvent or bankrupt, or has a receiving order made against him, or makes or executes any deed of trust or assignment for the benefit of his creditors, or if a sale or lease or removal of said machinery, or any part thereof, without the consent in writing of the lessor, be made or attempted, or if any distress or execution or attachment be levied thereon, then and in each such case this lease and license and any other lease or license then existing between the lessor and the lessee shall at the option of the lessor cease and determine, and the possession and full right to and control of all the said machinery, and any machinery held by the lessee under any other lease or license from the lessor, shall thereupon revert in the lessor free from all claims or demands whatsoever. The said machinery shall at all times remain and be the sole and exclusive property of the lessor, and the lessee shall have no right of property therein but only the right to use the same, upon the conditions herein contained.

Two. The lessor and its agents and employees shall at all times have access to the said machinery for the purpose of inspecting it or watching its use and operation, or of altering, repairing, improving, or adding to it, or determining the nature or extent of its use, and the lessee shall afford all reasonable facilities therefor.

Three. The lessee shall at all times and at his own expense keep the said machinery in good and efficient working order and condition, and shall obtain from the lessor exclusively and shall pay therefor at the regular prices from time to time established by the lessor all the duplicate parts, extras, devices, and mechanisms of every kind needed or used in operating, repairing, or renewing the said machinery, and the lessee shall not otherwise make or allow

to be made any addition, subtraction or alteration to, from, or in the said machinery without the consent in writing of the lessor, nor interfere with the proper operation of the same. The lessee shall not permit anyone to injure or deface or remove any plate, or dates, numbers, or other inscriptions now or hereafter impressed on or affixed to the said machinery by the lessor. The lessee shall use the said machinery to its full capacity so far as the number and kind of boots and shoes made in his factory will permit, and in case the lessee has more work of the kind which can be performed by the said machinery than its capacity will permit, or has work in his factory which can be performed by any of the machines above named belonging to the Heeling Department of the lessor, then the lessee shall take from the lessor, under a like lease and agreement, sufficient additional machinery to perform the work. The lessee shall pay all taxes and assessments which may be levied in respect to the said machinery upon whomsoever assessed. The lessee shall at his own expense insure against loss by fire and keep insured to the full value thereof the said machinery, and in case of loss shall pay forthwith to the lessor a sum equal to the full amount of the loss occasioned to the lessor.

Four. The lessee shall pay to the lessor on the fifteenth day of each calendar month as rent or royalty the sum of one half a cent for each pair of boot or shoe heels or boots or shoes attached or trimmed or manufactured or prepared in any way, whether wholly or in part, by the aid or use of said machinery or any part thereof during the preceding calendar month, provided, however, that in all cases where the lessee shall pay the lessor on or before the fifteenth day of the calendar month the royalty due for boots or shoes made wholly or in part by the aid of said machinery or any part thereof, the lessor will in consideration of such prompt payment grant a discount of fifty per cent from the rent due for such preceding calendar month. As the said machinery is supplied to the lessee without cash payment covering the cost of manufacture, the lessee agrees that the abated royalty herein provided for shall not be less than *Two hundred thirty* dollars, during each calendar year embraced by this lease, excepting that a reduction from this guaranteed

amount of one twelfth of said amount shall be allowed at the end of the year for each calendar month during which the factory of the lessee has remained wholly idle, and for the same reason it is agreed that the lessor may at any time cancel this lease and license by giving sixty days' notice in writing of its intention so to do.

Five. The lessor may attach to the said machinery an indicator or indicators to register the number of movements of any part thereof, and the lessee shall not allow any person (other than the lessor or its agent) to disturb or interfere with such indicator. In case any indicator thus attached shall from any cause cease to correctly indicate or register, or shall be disturbed or out of repair, or if the glass covering the indicator shall be removed or broken or injured, then, and as often as the same shall happen, the lessee shall immediately, by writing, notify the lessor and at the same time explain the circumstances under which the same has happened. In case the indicator ceases to indicate, or becomes or remains inaccurate, or the glass covering becomes or remains removed, broken or injured because of any fault of the lessee or anyone in his employ, or because of the failure of the lessee to give promptly the notice hereinbefore provided for, then, without prejudice to any other rights of the lessor hereunder, the lessee shall pay the lessor as rent one cent per pair for each pair of boots or shoes or any part thereof in the manufacture of which the said machinery or any part thereof shall have been used. The lessee shall keep a full and accurate account, independently of any indicators that may be placed upon the said machinery, of all boots and shoes in the manufacture of which the said machinery or any part thereof shall be used, and shall allow the lessor and its agents to have access at all times to such accounts; and the lessee further agrees to require each of his operators upon the said machinery or any part thereof to keep upon blanks or blank books to be furnished by the lessor accurate daily records of the number of boots or shoes in the making of which the said machinery or any part thereof shall have been used, and to require his operators to furnish any further information called for by said blanks or blank books and to sign such daily records and to deliver them to the lessee, and the lessee agrees to

send to the office of the lessor, on the first day of each month, the original records for the preceding calendar month kept by his operators as above provided for.

Six. This lease and license shall continue, unless sooner terminated by the lessor by notice or because of breach thereof on the part of the lessee, or otherwise as herein provided, for seventeen years from the date hereof. If, upon the expiration of the full term of this lease, the lessor does not request the return of the said machinery, then the said machinery shall continue to be held and used under and in accordance with the conditions of this lease and license, which shall thereupon be extended indefinitely as to term; but thereafter either the lessee or the lessor, upon sixty days' notice in writing to the other, may terminate this lease and license, whereupon the said machinery shall be delivered forthwith to the lessor, as herein provided. But if any breach or default shall be made in the observance of any one or more of the conditions or agreements herein contained or contained in any other lease subsisting between the lessor and lessee, whether as the result of assignment to the lessor or otherwise, and expressed to be obligatory on the lessee, the lessor shall have the right, by notice in writing to the lessee to terminate forthwith this lease and license and also if the lessor so elects any other lease or license agreements then in force between the lessor and the lessee whether as the result of assignment to the lessor or otherwise, and this notwithstanding that previous breaches or defaults may have been unnoticed, waived, or condoned by or on behalf of the lessor, and in case this lease and license shall be terminated by reason of any default on the part of the lessee, as to the terms of this lease or any other lease with the lessor, the lessee, in addition and without prejudice to any other rights and remedies of the lessor hereunder, shall forthwith pay to the lessor such sum as may be necessary to put the said machinery in good order and condition.

Upon the termination of this lease and license before expiration for breach of condition or otherwise, or the expiration of the full term thereof, the lessee shall forthwith deliver the said machinery to the lessor at its office or factory; and the lessee for himself,

his heirs, executors and administrators, hereby grants to the lessor, its successors and assigns, full right, power and authority to enter upon the premises and into any factory, room, or any place where the said machinery, or any part thereof, may be, and take possession thereof, and take away the same.

Seven. A notice in writing, signed by the president, a vice-president, or the treasurer of the lessor or by the assignee of the lessor's rights hereunder and posted by pre-paid letter, addressed to the lessee or delivered at his usual or last known place of abode or business, that the lease and license hereby granted is determined or shall be determined at the expiration of a certain period, shall be a sufficient determination of the lease and license from the time of posting or delivering such notice, or from the expiration of the period therein mentioned, as the case may be. Any termination of this lease and license shall not release the lessee from his obligation to pay rent for the period prior to such termination, and shall be without prejudice to any other rights or remedies which the lessor may have for violation of contract, use of machines without right, or use of patents without license.

Eight. The lessee admits the validity of each and every of the letters patent of the United States owned by the lessor or under which it is licensed, any of the inventions of which are or hereafter may be embodied in the leased machinery, and agrees that he will not directly or indirectly infringe or contest the validity of, or the title of the lessor to, any of the patents; and that he shall be forever estopped from so doing. The termination or cesser of this lease and license from any cause whatever shall not in any way affect the provisions of this clause, or release or discharge the lessee from the admission and estoppel herein set forth.

Nine. None of the terms or conditions of this lease and license shall be held to have been waived by any act or knowledge of the lessor, its agents or employees, but only by an instrument in writing, signed by the president, a vice-president or the treasurer of the lessor.

Ten. The term "lessor" shall include the said United Shoe Machinery Company and its successors and assigns. All the con-

ditions and agreements binding on the lessee shall be binding on and enforceable against his legal representatives. In the construction of this instrument, words relating to the number and gender of the parties shall be read according to their real number and gender.

In Witness Whereof, the parties hereto have duly executed this instrument the day and year first above written.

M. FELIX & Co.

M. Felix.

[SEAL]

UNITED SHOE MACHINERY Co.

Geo. W. Brown, Treas.

☞ If lessee is a corporation, add seal.

[Endorsed:]

Heeling Department.

Lease No. 10 M. Felix and Co., Lessee.

Date, April 23 1900.

Machines.

McKay Pricker No. 477. Rapid Nailer No. 1651. McKay

Trimmer No. 620. Grinder No. 396.

Guarantee \$230.00

Cancelled file

PLAINTIFF'S EXHIBIT 28.

[Put in Evidence, page 371.]

Heeling Machine Department.

(1306)

Lease and License Number .

This Lease and Agreement made at Boston, in the State of Massachusetts this day of 19 , between the United Shoe Machinery Company, a corporation organized under the laws of the State of New Jersey, having an office in said Boston, hereinafter referred to as the lessor, of the one part, and of in the State of , hereinafter referred to as the lessee, of the other part :

Witnesseth, that the lessor, in consideration of the covenants and agreements on the part of the lessee herein contained, does hereby lease to and license the lessee under any letters patent belonging to the lessor or under which the lessor has the right to

grant such license affecting any inventions which are now or hereinafter shall be embodied therein or employed in the operation thereof, to use the machine or machines of the Heeling Machine Department of the lessor now or hereafter delivered to the lessee, and designated by number or numbers in the following schedule, viz: —

SCHEDULE OF MACHINES.

Automatic Heel Compressing Machine (No. 4, Model), No.
McKay Rapid Nailing Machine, No.
McKay Automatic Heel Loading and Attaching Machine, No.
American Lightning Nailing Machine, No.
Improved National Nailing Machine, No.
McKay Heel Trimming and Randing Machine, No.
McKay Knife Grinding Machine, No.
Smith Heel Trimming Machine, No.
Bussel Heel Trimming Machine, No.
Ultima Heel Trimming Machine, No.

and any duplicate parts, extras, mechanisms and devices relating thereto, or used in connection therewith, now attached to or delivered with the said designated machine or machines, or which may at any time hereafter be obtained from the lessor, or be added thereto by or with the consent of the lessor (the whole of which machine or machines, duplicate parts, extras, mechanisms and devices, held by the lessee under these presents, whether now or hereafter delivered to or in the possession of the lessee, is hereinafter referred to as the "leased machinery"), subject to the conditions hereinafter contained.

And that the following are agreed to as conditions of the lease and license of the leased machinery, all of which the lessee covenants and agrees to keep and perform: —

One. The leased machinery shall at all times remain and be the sole and exclusive property of the lessor, and the lessee shall have no right of property therein, but only the right to use the same, upon the conditions herein contained. The leased machinery shall be used only by the lessee himself or by operatives in his direct employ, and only in the factory now occupied by him at

in the State of . The leased machinery shall not be transferred or delivered or sublet to any other person or corporation, and neither the lease nor the license hereby granted can be assigned by the lessee by his own act or by operation of law. If the lessee becomes insolvent or bankrupt, or has a receiving order made against him, or makes or executes any bill of sale, deed of trust or assignment for the benefit of his creditors, or if a sale, mortgage, lease or removal of the leased machinery, or any part thereof, be made or attempted, or if any distress or execution or attachment be levied thereon, then and in each such case any or all leases of or licenses to use machinery then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, shall at the option of the lessor cease and determine, and the possession of and full right to and control of all machinery the leases or licenses of which are so terminated shall thereupon revert in the lessor free from all claims or demands whatsoever. The lessor and its agents and employees shall at all times be given access to the leased machinery for the purpose of inspecting it or watching its use and operation, or of altering, repairing, improving, or adding to it, or determining the nature or extent of its use, and the lessee shall afford all reasonable facilities therefor.

Two. The lessee shall at all times and at his own expense keep the leased machinery in good and efficient working order and condition, and shall not permit any one to injure or deface or remove any plate, or dates, numbers, or other inscriptions now or hereafter impressed on or affixed to the leased machinery by the lessor. The lessee shall obtain from the lessor exclusively, and shall pay therefor at the regular prices from time to time established by the lessor, all the duplicate parts, extras, mechanisms and devices of every kind needed or used in operating, repairing or renewing the leased machinery, and the same shall form part of the leased machinery, and the lessee shall not otherwise make or allow to be made any addition, subtraction, or alteration to, from, or in the leased machinery without the consent in writing of the lessor, nor interfere with the proper operation of the same.

Three. The leased machinery shall at all times, until the expira-

tion or termination of the lease thereof and license to use the same hereby granted and the re-delivery of the leased machinery into the possession of the lessor as hereinafter provided, be held at the sole risk of the lessee from injury, loss or destruction, and in case the same shall be lost or destroyed by fire or otherwise before such expiration or termination and re-delivery, the lessee shall pay to the lessor as partial reimbursement to the lessor for such loss or destruction the agreed sum of dollars and the lessee shall forthwith return whatever remains of the machinery so lost or destroyed to the lessor at Beverly, Massachusetts.

Four. The lessee shall pay all taxes and assessments which shall be assessed in respect to the leased machinery or other machinery of the lessor held by the lessee under lease or license upon whomsoever assessed. All taxes or assessments in respect to leases, licenses or agreements covering machinery, or the rights to payments thereunder, shall be construed, for the purposes of this article, to be assessed in respect to the machinery itself. In case at any time any unapportioned tax or assessment shall be assessed to the lessor in respect in part but not wholly to machinery of the lessor in the possession of the lessee the lessee shall pay to the lessor such proportionate part of the total amount of said unapportioned tax or assessment as the fair valuation, to be determined by the lessor, of said machinery of the lessor in the possession of the lessee bears to the fair valuation, to be determined by the lessor, of all machinery (excepting machinery, if any, in the lessor's own possession) in respect to which the unapportioned tax or assessment has been assessed; provided, however, that if such unapportioned tax or assessment includes any tax or assessment in respect to tangible property in the lessor's own possession the amount thereof, based, at the established rate, upon the fair valuation, to be determined by the lessor, of such property, shall first be deducted and the lessee shall pay his proportionate part as aforesaid of the balance only of said unapportioned tax or assessment after such deduction has been made.

Five. The lessee shall use the leased machinery to its full capacity for doing all work in manufacturing, preparing and

attaching all heels and top-lifts and in manufacturing and preparing all soles and taps made or prepared or attached in his factory in the manufacture or preparation or attaching of which it can be used, and the leased machinery shall be used for no other purpose. The leased machinery shall not however nor shall any part thereof be used for manufacturing, preparing or attaching heels, top-lifts, soles or taps for any boots, shoes or other footwear which have been or shall be welted or the soles stitched by the aid of any welt sewing or sole stitching machinery not held by the lessee under lease from the lessor, or for any turn boots, shoes or other footwear the soles of which have been or shall be attached by the aid of any turn sewing machinery not held by the lessee under lease from the lessor, or for any boots, shoes or other footwear which have been or shall be lasted, pegged, slugged, heel seat nailed or otherwise partly made by the aid of any lasting, pegging or metallic machinery not held by the lessee under lease from the lessor.

Six. The lessee shall pay to the lessor on the last day of each calendar month as rent or royalty the sum of one-half of one cent for each pair of heels manufactured or prepared or attached during the next preceding calendar month in any way, whether wholly or in part, by the aid of the leased machinery or any part thereof; **provided, however, that in all cases when the lessee shall pay to the lessor on or before the fifteenth day of the calendar month the rent or royalty due for the use of the leased machinery for the next preceding calendar month the lessor will in consideration of such prompt payment grant a discount of fifty per cent. from such rent or royalty due for such preceding calendar month.**

Seven. In case any Compressing Machine (or Machines) hereby leased shall be used for compressing or otherwise operating upon top-lifts, soles or taps the lessee shall pay to the lessor independently of and in addition to the rental or royalty provided for in Article Six hereof a rental or royalty of one-quarter of one cent for each pair of top-lifts, soles or taps so compressed or operated upon. Such royalty shall be paid at the same time and in the same manner as the royalty provided for in said Article Six and

shall be subject to discount for prompt cash payment, as in said Article Six provided.

Eight. The lessee guarantees that the rent or royalty herein provided (less all abatements) shall amount to at least dollars during each year embraced by this lease and at the end of each year the lessee shall pay to the lessor the amount, if any, by which the rent or royalty paid for said year is less than such guaranteed rent or royalty; provided, however, that if in any year the factory of the lessee remains wholly idle for any entire calendar month, then the amount of rent or royalty guaranteed for that year shall be reduced by one-twelfth for each such month that the factory thus remains wholly idle.

Nine. The lessor may attach to the leased machinery, or any thereof, an indicator or indicators to register the number of revolutions or movements of any part or parts thereof, and the lessee shall not allow any person (other than the lessor or its agents) to disturb or interfere with such indicator or indicators. In case any indicator thus attached shall from any cause cease to correctly indicate or register, or shall be disturbed or out of repair, or if the glass covering any such indicator shall be removed or broken or injured, then, and as often as the same shall happen, the lessee shall immediately, by writing, notify the lessor, and at the same time explain the circumstances under which the same has happened. In case any such indicator ceases to indicate, or becomes or remains inaccurate, or the glass covering becomes or remains removed, broken, or injured, because of any fault of the lessee or any one in his employ, or because of the failure of the lessee to give promptly the notice hereinbefore provided for, then, without prejudice to any other rights of the lessor hereunder, the lessee shall pay the lessor as rent or royalty, without the right to any discount, one-half of one cent per pair for each pair of heels, top-lifts, soles or taps, in the manufacture or preparation or attaching of which the leased machinery or any part thereof shall have been used. The lessee shall keep full and accurate accounts, independently of any indicators that may be placed upon the leased machinery, showing the number of heels, top-lifts, soles and taps, in the manufac-

ture or preparation or attaching of which the leased machinery, or any part thereof, shall have been used, and shall allow the lessor at all times, by its agents or attorneys, to examine and to take copies of such accounts and entries of the lessee as may serve to determine the total number of such heels, top-lifts, soles and taps and the lessee shall produce all such accounts and entries upon request. The lessee shall require each of his operators upon the leased machinery, or any part thereof to keep upon blanks or blank books to be furnished by the lessor, accurate daily records of the number of heels, top-lifts, soles or taps, in the manufacture or preparation or attaching of which he has used the leased machinery or any part thereof, and shall require his operators to sign such records, and, if requested so to do by the lessor, shall verify the same under oath. The lessee shall send to the office of the lessor in Boston, on or before the fifth day of each calendar month, the original records for the next preceding calendar month kept by his operators as above provided for; and in case, in any calendar month, none of the leased machinery has been used, the lessee shall notify the lessor in writing of that fact, on or before the fifth day of the next succeeding calendar month. The lessee shall also furnish any further information which may be called for in relation to the leased machinery or the use thereof.

And that the following agreements, stipulations, and provisions are agreed to:—

Ten. If at any time the lessee shall fail or cease to use exclusively machinery held by him under lease from the lessor, for doing all machine work done by or for him of a kind for which any of the machines mentioned by name in the foregoing Schedule of Machines is capable of being used, the lessor, although it may have waived or ignored prior instances of such failure or cessation, may at its option terminate forthwith by notice in writing any or all leases of or licenses to use machinery of any or all the kinds mentioned by name in said schedule then existing between the lessor and the lessee (whether as the result of assignment to the lessor or otherwise) and the possession of and full right to and control of all machinery, the lease of which of is so terminated, shall there-

upon reversion in the lessor, free from all claims and demands whatsoever.

Eleven. This lease and license shall continue, unless sooner terminated by the lessor because of breach thereof on the part of the lessee, or otherwise as herein provided, for seventeen years from the date hereof. But if any breach or default shall be made in the observance of any one or more of the conditions herein contained or contained in any other lease or license agreement subsisting between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise and expressed to be obligatory upon the lessee, the lessor shall have the right by notice in writing to the lessee to terminate forthwith any or all leases of or licenses to use machinery then in force between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and this notwithstanding that previous breaches or defaults may have been unnoticed, waived, or condoned by or on behalf of the lessor. If, upon the expiration of the full term of this lease, the lessor does not request the return of the leased machinery, then the leased machinery shall continue to be held and used under and in accordance with the conditions of this lease and license, which shall thereupon be extended indefinitely as to term; but thereafter either the lessee or the lessor, upon sixty days' notice in writing to the other, may terminate this lease and license, whereupon the leased machinery shall be delivered forthwith to the lessor, as herein provided. Upon the expiration of this lease and license or any extension thereof or its termination by notice or by reason of any default on the part of the lessee as to the terms of this lease and license or any other lease or license from the lessor, or otherwise in any manner whatsoever, the lessee shall forthwith deliver the leased machinery to the lessor at Beverly, Massachusetts, in good order, reasonable wear and tear alone excepted; and without prejudice to any other rights or remedies of the lessor hereunder, shall pay to the lessor upon demand such sum as may be necessary to put the leased machinery in suitable order and condition to lease to another lessee; and the lessee for himself, his heirs, executors and administrators, hereby grants to the lessor, its successors and

assigns, full right, power and authority to enter upon the premises and into any factory, room, or any place where the leased machinery, or any part thereof, may be, and take possession thereof, and take away the same.

Twelve. A notice in writing, signed by the president, a vice-president, the treasurer or the assistant treasurer of the lessor or by any assignee of the lessor's rights hereunder, and posted by prepaid letter, addressed to the lessee or delivered at his usual or last known place of abode or business, that the lease and license hereby granted is determined or shall be determined at the expiration of a certain period, shall be a sufficient determination of the lease and license from the time of posting or delivering such notice, or from the expiration of the period therein mentioned, as the case may be. Any termination of this lease and license shall not release the lessee from his obligation to pay rent or royalty for the period prior to such termination and shall be without prejudice to any other rights or remedies which the lessor may have for violation of contract, use of machines without right, or use of patented inventions without license.

Thirteen. The lessee admits the validity for the full term expressed in the grant thereof (and every extension and renewal thereof) of each and every of the Letters Patent of the United States of America, owned by the lessor or under which it is licensed, any of the inventions of which are or hereafter may be embodied in the leased machinery. The lessee also agrees that he will not directly or indirectly infringe or contest the validity for the full term expressed in the grant thereof or of any extension or renewal thereof, of any of the Letters Patent referred to in the Schedule of Patents hereto annexed or the title of the lessor thereto. The expiration of this agreement or any extension thereof or the termination or cesser of the lease and license hereby granted shall not in any way affect the provisions of this clause, or release or discharge the lessee from the admissions and estoppels herein set forth.

Fourteen. None of the terms or conditions of this lease and license shall be held to have been waived by any act or knowledge


of the lessor, its agents or employees, but only by an instrument in writing, signed by the president, a vice-president or the treasurer of the lessor.

Fifteen. The term "lessor" shall include the said United Shoe Machinery Company and its successors and assigns. All the conditions and agreements binding on the lessee shall be binding on and enforceable against his legal representatives. In the construction of this instrument, words relating to the number and gender of the parties shall be read according to their real number and gender.

In witness whereof, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

by

by

 If lessee is a corporation, add corporate seal.

SCHEDULE OF PATENTS.

(Referred to in Article Thirteen herein.)

Nos. 520,768, June 5, 1894; 528,805, Nov. 6, 1894; 530,046, Nov. 27, 1894; 531,644, Jan. 1, 1895; 531,645, Jan. 1, 1895; design, 24,268, April 30, 1895; 541,481, June 25, 1895; 542,205, July 2, 1895; 542,616, July 9, 1895; 543,349, July 23, 1895; 543,647, July 30, 1895; 543,682, July 30, 1895; 543,732, July 30, 1895; 543,804, July 30, 1895; 544,771, Aug. 20, 1895; 548,438, Oct. 22, 1895; 548,528, Oct. 22, 1895; 555,240, Feb. 25, 1896; 555,241, Feb. 25, 1896; 559,554, May 5, 1896; 559,789, May 5, 1896; 561,607, June 9, 1896; 561,608, June 9, 1896; 561,609, June 9, 1896; 561,610, June 9, 1896; 561,611, June 9, 1896; 565,467, Aug. 11, 1896; 569,055, Oct. 6, 1896; 569,517, Oct. 13, 1896; 569,518, Oct. 13, 1896; 570,437, Oct. 27, 1896; 570,648, Nov. 3, 1896; 571,087, Nov. 10, 1896; 571,499, Nov. 17, 1896; 571,931, Nov. 24, 1896; 575,040, Jan. 12, 1897; 577,212, Feb. 16, 1897; 577,213, Feb. 16, 1897; 577,241, Feb. 16, 1897; 581,039, April 20, 1897; 581,408, April 27, 1897; 583,093,

May 25, 1897; 584,601, June 15, 1897; 584,602, June 15, 1897; 584,752, June 15, 1897; 588,936, Aug. 24, 1897; 589,396, Aug. 31, 1897; 589,501, Sept. 7, 1897; 595,707, Dec. 21, 1897; 596,-064, Dec. 28, 1897; 596,305, Dec. 28, 1897; 598,256, Feb. 1, 1898; 599,012, Feb. 15, 1898; 599,627, Feb. 22, 1898; 605,647, June 14, 1898; 607,939, July 26, 1898; 607,940, July 26, 1898; 607,941, July 26, 1898; 607,942, July 26, 1898; 609,519, Aug. 23, 1898; 619,707, Feb. 14, 1899; 624,538, May 9, 1899; 624,-539, May 9, 1899; 625,728, May 23, 1899; 629,441, July 25, 1899; 631,029, Aug. 15, 1899; 635,196, Oct. 17, 1899; 637,216, Nov. 14, 1899; 638,664, Dec. 5, 1899; 641,266, Jan. 9, 1900; 650,420, May 29, 1900; 651,447, June 12, 1900; 652,371, June 26, 1900; 681,344, Aug. 27, 1901; 684,588, Oct. 15, 1901; 694,-656, March 4, 1902; 694,665, March 4, 1902; 699,113, April 29, 1902; 707,136, Aug. 19, 1902; 707,137, Aug. 19, 1902; 707,138, Aug. 19, 1902; 707,139, Aug. 19, 1902; 707,140, Aug. 19, 1902; 707,141, Aug. 19, 1902; 707,142, Aug. 19, 1902; 707,143, Aug. 19, 1902; 707,144, Aug. 19, 1902; 734,584, July 28, 1903; 735,-546, Aug. 4, 1903; 745,971, Dec. 1, 1903; 764,668, July 12, 1904; 764,696, July 12, 1904; 767,520, Aug. 16, 1904; 767,521, Aug. 16, 1904; 772,840, Oct. 18, 1904; 776,787, Dec. 6, 1904; 776,823, Dec. 6, 1904; 776,832, Dec. 6, 1904; 776,860, Dec. 6, 1904; 776,875, Dec. 6, 1904; 781,236, Jan. 31, 1905; 784,340, March 7, 1905; 799,768, Sept. 19, 1905; 823,582, June 19, 1906; 834,085, Oct. 23, 1906; 860,692, July 23, 1907; 874,921, Dec. 31, 1907; 876,626, Jan. 14, 1908; 880,583, March 3, 1908; 880,898, March 3, 1908; 884,513, April 14, 1908; 884,524, April 14, 1908; 887,870, May 19, 1908; 889,383, June 2, 1908; 890,434, June 9, 1908; 891,192, June 16, 1908; 891,513, June 23, 1908; 900,244, Oct. 6, 1908; 911,120, Feb. 2, 1909; 919,678, April 27, 1909; 929,830, Aug. 3, 1909; 938,118, Oct. 26, 1909; 939,302, Nov. 9, 1909; 943,723, Dec. 21, 1909; 958,-896, May 24, 1910; 959,869, May 31, 1910; 961,752, June 21, 1910; 974,405, Nov. 1, 1910; 982,550, Jan. 24, 1911; 996,656, July 4, 1911; 999,049, July 25, 1911; 999,050, July 25, 1911; 1,000,119, Aug. 8, 1911; 1,000,534, Aug. 15, 1911; 1,000,957,

Aug. 15, 1911; 1,001,073, Aug. 22, 1911; 1,002,836, Sept. 12, 1911; 1,005,303, Oct. 10, 1911; 1,007,687, Nov. 7, 1911; 1,009,710, Nov. 21, 1911; 1,009,761, Nov. 28, 1911; 1,011,308, Dec. 12, 1911; 1,012,007, Dec. 19, 1911; 1,012,681, Dec. 26, 1911.

[On back:]

United Shoe Machinery Company.
 Heeling Machine Department.
 Lease No. Lessee.
 Date, 19 .
 Machines.

PLAINTIFF'S EXHIBIT 29.

[Put in Evidence, page 376.]

United States. Metallic Department. 300.
 Lease and License Number 43.

This Lease and Agreement made this *ninth* day of *April* 1900, between the United Shoe Machinery Company, a corporation organized under the laws of the State of New Jersey, hereinafter referred to as the lessor, of the one part, and *R. C. Dean* of *Cochituate, Massachusetts*, hereinafter referred to as the lessee, of the other part:

Witnesseth, that the lessor, in consideration of the covenants and agreements on the part of the lessee herein contained, does hereby lease to and license the lessee under its patents to use the machine or machines now or hereafter delivered to the lessee, and designated by their number in the following schedule, viz.: —

Rapid Standard Screw Machine, No.
 Old Style Standard Screw Machine, No. 490,
 Loose Nailing Machine, No.
 Universal Slugging Machine, No.
 Taper Nail Tacking Machine (D. H.), No.
 Taper Nail Tacking Machine (S. H.), No.
 Spring Nail Tacking Machine, No.
 Power Welt Tacking Machine, No.
 Cable Tacking Machine, No.

Universal Quilting Machine, No.
Circlet Driving Machine, No.
Grip Slugging Machine, No.
Grip Clinch Machine, No.
Grip Tacking Machine, No. 303,
Lewis Nailing Machine, No.
Spatter Quilting Machine, No.
Double Row Pegging Machine, No.
National Slugging Machine, No.
Simplex Slugging Machine, No.
Champion Heel Seat Nailing Machine, No.
Champion Slugging Machine, No.
Staple Fastening Machine, No.
Automatic Staple Nailing Machine, No.
Universal Double Clinch Machine, No.
Gordon Staple Tacking Machine, No.
Corrugated Wire Tacking Machine, No.

and any parts, mechanisms, tools or devices relating thereto, or used in connection therewith, now attached to or delivered with the said designated machine or machines, or which may at any time hereafter be obtained from the lessor or be added thereto with the consent of the lessor (the whole of which machine or machines, parts, mechanisms, tools or devices held by the lessee under these presents, whether now or hereafter delivered to or in the possession of the lessee, is hereinafter referred to as "the said machinery"), subject to the conditions hereinafter contained.

And the following are agreed to as conditions of the lease and license of the said machinery, all of which the lessee covenants and agrees to keep and perform: —

One. The said machinery shall be used only by the lessee himself, or by operatives in his direct employ, and only in the factory now occupied by him at *Cochituate* in the State of *Massachusetts*. The said machinery shall not be transferred or delivered or sublet to another, and the lease or the license hereby granted cannot be assigned by the lessee by his own act or by operation of law. If

the lessee becomes insolvent or bankrupt, or has a receiving order made against him, or makes or executes any deed of trust or assignment for the benefit of his creditors, or if a sale or lease or removal of said machinery, or any part thereof, without the consent in writing of the lessor, be made or attempted, or if any distress or execution or attachment be levied thereon, then and in each such case this lease and license and any other lease or license then existing between the lessor and the lessee, shall, at the option of the lessor, cease and determine, and the possession and full right to and control of all the said machinery, and any machinery held by the lessee under any other lease or license from the lessor, shall thereupon revert in the lessor free from all claims or demands whatsoever. The said machinery shall at all times remain and be the sole and exclusive property of the lessor, and the lessee shall have no right of property therein, but only the right to use the same, upon the conditions herein contained.

Two. The lessor, and its agents and employees, shall at all times have access to the said machinery for the purpose of inspecting it, or watching its use and operation, or of altering, repairing, improving, or adding to it, or determining the nature or extent of its use, and the lessee shall afford all reasonable facilities therefor.

Three. The lessee shall at all times and at his own expense keep the said machinery in good and efficient working order and condition, and shall obtain from the lessor exclusively, and shall pay therefor at the regular prices from time to time established by the lessor, all the duplicate parts, extras, devices, and mechanisms of every kind needed or used in operating, repairing, or renewing the said machinery, and the lessee shall not otherwise make or allow to be made any addition, subtraction, or alteration to, from, or in the said machinery without the consent in writing of the lessor, nor interfere with the proper operation of the same. The lessee shall not permit any one to injure or deface or remove any plate, or dates, numbers, or other inscriptions now or hereafter impressed on or affixed to the said machinery by the lessor. The lessee shall use the said machinery to its full capacity so far as the number and kind of boots and shoes made in his factory will per-

mit, and in case the lessee has more work of the kind which can be performed by the said machinery than its capacity will permit, or has work in his factory which can be performed by any of the machines above named belonging to the Metallic Department of the lessor, then the lessee shall take from the lessor, under a like lease and agreement, sufficient additional machinery to perform the work. The lessee shall pay all taxes and assessments which may be levied in respect to the said machinery upon whomsoever assessed. The lessee shall at his own expense insure against loss by fire and keep insured to the full value thereof the said machinery, and in case of loss shall pay forthwith to the lessor a sum equal to the full amount of the loss occasioned to the lessor.

Four. The lessee agrees, as rent or royalty for the said machinery, to purchase of the lessor at the prices established by the lessor, all the material or fastening used by him in or in connection with the said machinery, paying therefor in cash on delivery. As the said machinery is supplied to the lessee without cash payment covering the cost of manufacture, the lessee hereby guarantees that for each machine hereby leased the amount of material or fastening used by him and purchased from the lessor in accordance with the terms hereof shall not be less than four hundred pounds during each calendar year embraced by this lease, excepting that a reduction of thirty-three pounds from the amount thus guaranteed for each machine shall be allowed at the end of the year for each calendar month during which the factory of the lessee has remained wholly idle, and for the same reason it is agreed that the lessor may at any time cancel this lease and license by giving sixty days' notice in writing of its intention so to do.

Five. The lessor may attach to the said machinery an indicator or indicators to register the number of revolutions or movements of any part thereof, and the lessee shall not allow any person (other than the lessor or its agent) to disturb or interfere with such indicator. The lessee shall whenever requested by the lessor keep, or cause his operators to keep, independently of any indicators, full and accurate accounts showing the number of boots or shoes or parts thereof in the manufacture of which the said machinery or

any part thereof shall have been used, and shall, if requested by the lessor, send to the lessor on the fifth day of each calendar month such accounts or copies thereof covering the preceding calendar month, and shall verify such accounts by affidavit.

Six. This lease and license shall continue, unless sooner terminated by notice or because of breach thereof on the part of the lessee, or otherwise as herein provided, for seventeen years from the date hereof. If, upon the expiration of the full term of this lease, the lessor does not request the return of the said machinery, then the said machinery shall continue to be held and used under and in accordance with the conditions of this lease and license, which shall thereupon be extended indefinitely as to term; but thereafter either the lessee or the lessor, upon sixty days' notice in writing to the other, may terminate this lease and license, whereupon the said machinery shall be delivered forthwith to the lessor, as herein provided. But if any breach or default shall be made in the observance of any one or more of the conditions or agreements herein contained, or contained in any other lease subsisting between the lessor and lessee, whether as the result of assignment to the lessor or otherwise, and expressed to be obligatory on the lessee, the lessor shall have the right by notice in writing to the lessee to terminate forthwith this lease and license, and also if the lessor so elects any other lease and license agreements then in force between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise; and this notwithstanding that previous breaches or defaults may have been unnoticed, waived or condoned by or on behalf of the lessor. In case this lease and license shall be terminated by reason of any default on the part of the lessee, as to the terms of this lease or any other lease with the lessor, the lessee, in addition and without prejudice to any other rights and remedies of the lessor hereunder, shall forthwith pay to the lessor such sum as may be necessary to put the said machinery in good order and condition.

Upon the termination of this lease and license, before expiration for breach of condition or otherwise, or the expiration of the full term thereof, the lessee shall forthwith deliver the said machinery

to the lessor at its office or factory; and the lessee, for himself, his heirs, executors and administrators, hereby grants to the lessor, its successors and assigns, full right, power and authority to enter upon the premises and into any factory, room, or any place where the said machinery, or any part thereof, may be, and take possession thereof, and take away the same.

Seven. A notice in writing, signed by the president, a vice-president, or the treasurer of the lessor, or by the assignee of the lessor's rights hereunder, and posted by pre-paid letter addressed to the lessee, or delivered at his usual or last known place of abode or business, that the lease and license hereby granted is determined or shall be determined at the expiration of a certain period, shall be a sufficient determination of the lease and license from the time of posting or delivering such notice, or from the expiration of the period therein mentioned, as the case may be. Any termination of this lease and license shall not release the lessee from his obligation to pay rent for the period prior to such termination, and shall be without prejudice to any other rights or remedies which the lessor may have for violation of contract, use of machines without right, or use of patents without license.

Eight. The lessee admits the validity of each and every of the Letters Patent of the United States owned by the lessor or under which it is licensed, any of the inventions of which are or hereafter may be embodied in the said machinery, and agrees that he will not directly or indirectly infringe or contest the validity of or the title of the lessor to any of said patents, and that he shall be forever estopped from so doing. The determination or cesser of this lease and license from any cause whatever shall not in any way affect the provisions of this clause, or release or discharge the lessee from the admission and estoppel herein set forth.

Nine. None of the terms or conditions of this lease and license shall be held to have been waived by any act or knowledge of the lessor, its agents or employees, but only by an instrument in writing, signed by the president, a vice-president, or the treasurer of the lessor.

Ten. The term "lessor" shall include the said United Shoe Ma-

chinery Company, and its successors and assigns. All the conditions and agreements binding on the lessee shall be binding on and enforceable against his legal representatives. In the construction of this instrument, words relating to the number and gender of the parties shall be read according to their real number and gender.

In witness whereof, the parties hereto have duly executed this instrument on the day and year first above written.

[SEAL] R. C. DEAN,
UNITED SHOE MACHINERY COMPANY,
Geo. W. Brown, Treas.

☞ If lessee is a corporation, add seal.

[Endorsed:]

Metallic Department. Lease No. 43.
R. C. Dean, Lessee. Date, April 9, 1900.

Machines.

O. S. No. ~~490~~.

Grip Tacker No. ~~303~~.

Machines destroyed by fire Sept. 21, 1900.

Cancelled — file.

PLAINTIFF'S EXHIBIT 30.

[Put in Evidence, page 376.]

Metallic Department.

600.

Lease and License No. 283B.

This Lease and Agreement made at Boston in the State of Massachusetts this *twentieth* day of *November* 1900, between the United Shoe Machinery Company, a corporation organized under the laws of the State of New Jersey, having an office in said Boston, hereinafter referred to as the lessor, of the one part, and *Easton Boot and Shoe Company of Easton, Pennsylvania*, hereinafter referred to as the lessee, of the other part:

Witnesseth, that the lessor, in consideration of the covenants and agreements on the part of the lessee herein contained, does hereby lease to and license the lessee under its patents to use the machine or machines now or hereafter delivered to the lessee and designated by number in the following schedule, viz.: —

Rapid Standard Screw Machine, No.
Old Style Standard Screw Machine, No.
Loose Nailing Machine, No.
Universal Slugging Machine, No. 1258-1268,
Taper Nail Tacking Machine (D. H.), No.
Taper Nail Tacking Machine (S. H.), No.
String Nail Tacking Machine, No.
Power Welt Tacking Machine, No.
Cable Tacking Machine, No.
Universal Quilting Machine, No.
Heel Protector Driving Machine, No.
Grip Slugging Machine, No.
Grip Clinch Machine, No.
Grip Tacking Machine, No.
Lewis Nailing Machine, No.
Spatter Quilting Machine, No.
Double Row Pegging Machine, No.
National Slugging Machine, No.
Simplex Slugging Machine, No.
Champion Heel Seat Nailing Machine, No.
Champion Slugging Machine, No.
Staple Fastening Machine, No.
Automatic Staple Nailing Machine, No.
Universal Double Clinch Machine, No.
Gordon Staple Tacking Machine, No.
Corrugated Wire Tacking Machine, No.

and any parts, extras, duplicates, mechanisms, tools and devices relating thereto, or used in connection therewith, now attached to or delivered with the said designated machine or machines, or which may at any time hereafter be obtained from the lessor, or be added thereto with the consent of the lessor (the whole of which machine or machines, parts, extras, duplicates, mechanisms, tools and devices, held by the lessee under these presents, whether now or hereafter delivered to or in the possession of the lessee, is hereinafter referred to as "the said machinery"), subject to the conditions hereinafter contained.

And the following are agreed to as conditions of the lease and license of the said machinery, all of which the lessee covenants and agrees to keep and perform : —

One. The said machinery shall be used only by the lessee himself, or by operatives in his direct employ, and only in the factory now occupied by him at *Easton* in the State of *Pennsylvania*. The said machinery shall not be transferred or delivered or sublet to another, and neither the lease nor the license hereby granted can be assigned by the lessee by his own act or by operation of law. If the lessee becomes insolvent or bankrupt, or has a receiving order made against him, or makes or executes any bill of sale, deed of trust or assignment for the benefit of his creditors, or if a sale or lease or removal of said machinery, or any part thereof, without the consent in writing of the lessor, be made or attempted, or if any distress or execution or attachment be levied thereon, then and in each such case this lease and license and any other lease or license then existing between the lessor and the lessee shall at the option of the lessor cease and determine, and the possession and full right to and control of all the said machinery, and any machinery held by the lessee under any other lease or license from the lessor, shall thereupon revert in the lessor free from all claims or demands whatsoever. The said machinery shall at all times remain and be the sole and exclusive property of the lessor, and the lessee shall have no right of property therein but only the right to use the same, upon the conditions herein contained.

Two. The lessor and its agents and employees shall at all times have access to the said machinery for the purpose of inspecting it or watching its use and operation, or of altering, repairing, improving, or adding to it, or determining the nature or extent of its use, and the lessee shall afford all reasonable facilities therefor.

Three. The lessee shall at all times and at his own expense keep the said machinery in good and efficient working order and condition, and shall obtain from the lessor exclusively and shall pay therefor at the regular prices from time to time established by the lessor, all the duplicate parts, extras, devices and mechanisms of every kind needed or used in operating, repairing or renewing the

said machinery, and the lessee shall not otherwise make or allow to be made any addition, subtraction or alteration to, from or in the said machinery without the consent in writing of the lessor, nor interfere with the proper operation of the same. The lessee shall not permit any one to injure or deface or remove any plate, or dates, numbers, or other inscriptions now or hereafter impressed on or affixed to the said machinery by the lessor. The lessee shall use the said machinery to its full capacity so far as the number and kind of boots and shoes made in his factory will permit, except that the lessee agrees that the said machinery shall not be used in the manufacture of any boots or shoes which are lasted on machines other than those leased from the lessor or any welted boots or shoes which are not welted and stitched on welt sewing and sole stitching machines leased from the lessor, or turn shoes the soles of which are not attached by turn sewing machines leased from the lessor. In case the lessee has more work of the kind which can be performed by any of the machines belonging to the Metallic Department of the lessor than the capacity of the Metallic machinery which he has under lease from the lessor will permit, then the lessee shall either take from the lessor, under a like lease and agreement, sufficient additional machinery to perform the work, or in case the lessee does not thus lease additional Metallic machinery from the lessor, then the lessor may, if it so elects, cancel forthwith this lease and any other lease of Metallic machinery then in force between the lessor and the lessee, whether as a result of assignment or otherwise. The lessee shall pay all taxes and assessments which may be levied in respect to the said machinery, or in respect to this lease and license or the right to payments hereunder, upon whomsoever assessed. The lessee shall at his own expense insure against loss by fire and keep insured to the full value thereof the said machinery, and in case of loss shall pay forthwith to the lessor a sum equal to the full amount of the loss occasioned to the lessor.

Four. The lessee agrees, as rent or royalty for the said machinery, to purchase of the lessor at the prices established by the lessor, all the fastening material used by him in or in connection

with the said machinery, paying therefor in cash on delivery. The lessee hereby guarantees that for each machine hereby leased the amount of fastening material used by him and purchased from the lessor in accordance with the terms hereof shall not be less than four hundred pounds during each calendar year embraced by this lease, excepting that a reduction of thirty-three pounds from the amount thus guaranteed for each machine shall be allowed at the end of the year for each calendar month during which the factory of the lessee has remained wholly idle.

Five. The lessor may attach to the said machinery an indicator or indicators to register the number of revolutions or movements of any part or parts thereof, and the lessee shall not allow any person (other than the lessor or its agents) to disturb or interfere with such indicator or indicators. The lessee shall keep full and accurate accounts, independently of any indicators that may be placed upon said machinery, showing the number of boots and shoes or parts thereof in the manufacture of which the said machinery or any part thereof shall be used, and shall allow the lessor at all times by its agents or attorneys to examine and to take copies of such accounts and entries of the lessee as may serve to indicate the total number of boots and shoes made by the aid of said machinery or any part thereof, and the lessee shall produce all such papers and books upon request.

Six. This lease and license shall continue, unless sooner terminated by the lessor because of breach thereof on the part of the lessee, or otherwise as herein provided, for seventeen years from the date hereof. But if any breach or default shall be made in the observance of any one or more of the conditions or agreements herein contained or contained in any other lease or license agreement subsisting between the lessor and the lessee whether as the result of assignment to the lessor or otherwise and expressed to be obligatory upon the lessee, the lessor shall have the right by notice in writing to the lessee to terminate forthwith this lease and license and also if the lessor so elects any other lease or license agreements then in force between the lessor and the lessee whether as the result of assignment to the lessor or otherwise, and this not-

withstanding that previous breaches or defaults may have been unnoticed, waived or condoned by or on behalf of the lessor. If, upon the expiration of the full term of this lease, the lessor does not request the return of the said machinery, then the said machinery shall continue to be held and used under and in accordance with the conditions of this lease and license, which shall thereupon be extended indefinitely as to term; but thereafter either the lessee or the lessor, upon sixty days' notice in writing to the other, may terminate this lease and license, whereupon the said machinery shall be delivered forthwith to the lessor, as herein provided. Upon the expiration or termination of this lease and license or any extension thereof by notice or by reason of any default on the part of the lessee as to the terms of this lease or any other lease with the lessor, or otherwise as herein provided, the lessee shall forthwith deliver the said machinery to the lessor at its office or factory; and the lessee for himself, his heirs, executors and administrators, hereby grants to the lessor, its successors and assigns, full right, power and authority to enter upon the premises and into any factory, room, or any place where the said machinery, or any part thereof, may be, and take possession thereof, and take away the same, and the lessee in addition and without prejudice to any other rights and remedies of the lessor hereunder, shall thereupon pay to the lessor such sum as may be necessary to put the said machinery in suitable order and condition to lease to another lessee.

Seven. A notice in writing, signed by the president, a vice-president or the treasurer of the lessor or by the assignee of the lessor's rights hereunder and posted by the pre-paid letter, addressed to the lessee or delivered at his usual or last known place of abode or business, that the lease and license hereby granted is determined or shall be determined at the expiration of a certain period, shall be a sufficient determination of the lease and license from the time of posting or delivering such notice, or from the expiration of the period therein mentioned, as the case may be. Any termination of this lease and license shall not release the lessee from his obligation to pay rent for the period prior to such termination, and shall be without prejudice to any other rights or reme-

dies which the lessor may have for violation of contract, use of machines without right, or use of patents without license.

Eight. The lessee admits the validity of each and every of the letters patent of the United States owned by the lessor or under which it is licensed, any of the inventions of which are or hereafter may be embodied in the said machinery. The lessee also agrees that he will not directly or indirectly infringe or contest the validity of, or the title of the lessor to, any of the patents referred to in the "Schedule of Patents" hereto annexed, and that he shall be forever estopped from so doing. The termination or cesser of this lease and license from any cause whatever shall not in way affect the provisions of this clause, or release or discharge the lessee from the admission and estoppel herein set forth.

Nine. None of the terms or conditions of this lease and license shall be held to have been waived by any act or knowledge of the lessor, its agents or employees, but only by an instrument in writing, signed by the president, a vice-president or the treasurer of the lessor.

Ten. The term "lessor" shall include the said United Shoe Machinery Company and its successors and assigns. All the conditions and agreements binding on the lessee shall be binding on and enforceable against his legal representatives. In the construction of this instrument, words relating to the number and gender of the parties shall be read according to their real number and gender.

In witness whereof, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.


[SEAL]

EASTERN BOOT & SHOE Co.

Allen Carpenter, Pres.

UNITED SHOE MACHINERY Co. [SEAL]

L. H. Baker, Secretary

 If lessee is a corporation, add seal.

SCHEDULE OF PATENTS.

(Referred to in Article Eight.)

Nos. 297,718, April 29, 1884; 319,127, June 2, 1885; 325,274, Sept. 1, 1885; 325,275, Sept. 1, 1885; 334,361, Jan. 12, 1886; 334,362, Jan. 12, 1886; 334,809, Jan. 26, 1886; 346,127, July 27, 1886; 346,128, July 27, 1886; 346,129, July 27, 1886; 346,-130, July 27, 1886; 354,051, Dec. 7, 1886; 354,052, Dec. 7, 1886; 364,776, June 14, 1887; 364,777, June 14, 1887; 364,778, June 14, 1887; 364,779, June 14, 1887; 380,662, Apr. 3, 1888; 403,081, May 7, 1889; 410,927, Sept. 10, 1889; 413,463, Oct. 22, 1889; 416,272, Dec. 3, 1889; 429,862, June 10, 1890; 431,-339, July 1, 1890; 432,074, July 15, 1890; 440,723, Nov. 18, 1890; 447,358, March 3, 1891; 447,359, March 3, 1891; 457,257, Aug. 4, 1891; 459,698, Sept. 15, 1891; 487,404, Dec. 6, 1892; 520,437, May 29, 1894; 525,066, Aug. 28, 1894; 554,200, Feb. 4, 1896; 554,931, Feb. 18, 1896; 555,314, Feb. 25, 1896; 560,-968, May 26, 1896; 561,206, June 2, 1896; 562,597, June 23, 1896; 562,703, June 23, 1896; 578,696, March 9, 1897; 579,390, March 23, 1897; 582,579, May 11, 1897; 582,580, May 11, 1897; 591,658, Oct. 12, 1897; 601,255, March 29, 1898; 610,475, Sept. 6, 1898; 612,799, Oct. 18, 1898; 612,487, Oct. 18, 1898; 287,-375, Oct. 23, 1883; 288,421, Nov. 13, 1883; 288,422, Nov. 13, 1883; 288,423, Nov. 13, 1883; 288,424, Nov. 13, 1883; 288,425, Nov. 13, 1883; 289,103, Nov. 27, 1883; 300,077, June 10, 1884; 301,114, July 1, 1884; 301,493, July 8, 1884; 310,816, Jan. 13, 1885; 310,817, Jan. 13, 1885; 329,031, Oct. 27, 1885; 329,449, Nov. 3, 1885; 331,925, Dec. 8, 1885; 331,926, Dec. 8, 1885; 351,372, Oct. 26, 1886; 356,107, Jan. 18, 1887; 360,428, April 5, 1887; 360,585, April 5, 1887; 370,135, Sept. 20, 1887; 370,-136, Sept. 20, 1887; 373,234, Nov. 15, 1887; 374,549, Dec. 6, 1887; 383,455, May 29, 1888; 385,801, July 10, 1888; 385,802, July 10, 1888, 388,128, Aug. 21, 1888; 398,606, Feb. 26, 1889; 398,891, March 5, 1889; 403,835, May 21, 1889; 402,014, April 23, 1889; 429,527, June 3, 1890; 429,528, June 3, 1890; 440,-805, Nov. 18, 1890; 443,077, Dec. 16, 1890; 451,001, April 21,

1891; 456,113, July 14, 1891; 472,638, April 12, 1892; 467,104, Jan. 12, 1892; 475,729, May 24, 1892; 475,868, May 31, 1892; 478,054, June 28, 1892; 478,055, June 28, 1892; 478,056, June 28, 1892; 490,621, Jan. 24, 1893; 490,622, Jan. 24, 1893; 490,623, Jan. 24, 1893; 490,624, Jan. 24, 1893; 490,625, Jan. 24, 1893; 493,910, March 21, 1893; 502,212, July 25, 1893; 545,-487, Sept. 3, 1895; 552,903, Jan. 14, 1896; 556,501, March 17, 1896; 559,129, April 28, 1896; 559,130, April 28, 1896; 563,-478, July 7, 1896; 565,073, Aug. 4, 1896; 565,074, Aug. 4, 1896; 568,248, Sept. 22, 1896; 577,235, Feb. 16, 1897; 581,458, April 27, 1897; 581,459, April 27, 1897; 584,775, June 22, 1897; 587,144, July 27, 1897; 602,184, April 12, 1898; 603,394, May 3, 1898; 606,045, June 21, 1898; 609,874, Aug. 30, 1898; 611,-990, Oct. 4, 1898; 611,991, Oct. 4, 1898; 611,405, Sept. 27, 1898; 335,154, Feb. 2, 1886; 447,681, March 3, 1891; 521,369, June 12, 1894; 571,227, Nov. 10, 1896; 347,323, Aug. 17, 1886; 575,296, Jan. 12, 1897; 538,322, April 30, 1895; 610,320, Sept. 6, 1898; 280,267, June 26, 1883; 291,443, Jan. 1, 1884; 299,-041, May 20, 1884; 301,464, July 1, 1884; 335,260, Feb. 2, 1886; 335,261, Feb. 2, 1886; 341,193, May 4, 1886; 426,274, April 22, 1890; 434,274, Aug. 12, 1890.

[Endorsed:]

Metallic Department.

Lease No. 283B.

Easton B & S Co. Lessee.

Date, Nov. 20 1900

Machines.

U. S. No. 1258-1268.

Cancelled file

PLAINTIFF'S EXHIBIT 31.

[Put in Evidence, page 377.]

Independent Lease.

301.

Metallic Department.

Lease and License Number

This Lease and Agreement made at Boston, in the State of Massachusetts, this day of 19 , between the United Shoe Machinery Company, a corporation organized under the laws of the State of New Jersey, having an office in said Boston, hereinafter referred to as the lessor, of the one part, and of hereinafter referred to as the lessee, of the other part :

Witnesseth, that the lessor, in consideration of the covenants and agreements on the part of the lessee herein contained, does hereby lease to and license the lessee under its patents to use the machine or machines known as "Metallic Department" machinery now or hereafter delivered to the lessee and designated by number in the following schedule, viz:—

SCHEDULE OF MACHINES.

Rapid Standard Screw Machine, No.
 Old Style Standard Screw Machine, No.
 Loose Nailing Machine, No.
 Universal Slugging Machine, No.
 Taper Nail Tacking Machine (D. H.), No.
 Taper Nail Tacking Machine (S. H.), No.
 String Nail Tacking Machine, No.
 Power Welt Tacking Machine, No.
 Cable Tacking Machine, No.
 Universal Quilting Machine, No.
 Heel Protector Driving Machine, No.
 Grip Slugging Machine, No.
 Grip Clinch Machine, No.
 Grip Tacking Machine, No.
 Lewis Nailing Machine, No.
 Spatter Quilting Machine, No.

National Slugging Machine, No.
Simplex Slugging Machine, No.
Champion Heel Seat Nailing Machine, No.
Champion Slugging Machine, No.
Staple Fastening Machine, No.
Automatic Staple Nailing Machine, No.
Universal Double Clinch Machine, No.
Gordon Staple Tacking Machine, No.
Corrugated Wire Tacking Machine, No.

and any duplicate parts, extras, mechanisms and devices, relating thereto, or used in connection therewith, now attached to or delivered with the said designated machine or machines, or which may at any time hereinafter be obtained from the lessor, or be added thereto with the consent of the lessor (the whole of which machine or machines, duplicate parts, extras, mechanisms and devices, held by the lessee under these presents, whether now or hereafter delivered to or in the possession of the lessee, is hereinafter referred to as the "leased machinery"), subject to the conditions hereinafter contained.

And that the following are agreed to as conditions of the lease and license of the leased machinery, all of which the lessee covenants and agrees to keep and perform:—

One. The leased machinery shall at all times remain and be the sole and exclusive property of the lessor, and the lessee shall have no right of property therein, but only the right to use the same, upon the conditions herein contained. The leased machinery shall be used only by the lessee himself, or by operatives in his direct employ, and only in the factory now occupied by him at in the State of . The leased machinery shall not be transferred or delivered or sublet to any other person or corporation, and neither the lease nor the license hereby granted can be assigned by the lessee by his own act or by operation of law. If the lessee becomes insolvent or bankrupt, or has a receiving order made against him, or makes or executes any bill of sale, deed of trust or assignment for the benefit of his creditors, or if a sale or lease or removal of the leased machinery, or any part thereof, without the consent in

writing of the lessor, be made or attempted, or if any distress or execution or attachment be levied thereon, then and in each such case this lease and license and any other lease or license then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, shall at the option of the lessor cease and determine, and the possession of and full right to and control of all the leased machinery, and any machinery held by the lessee under any other lease or license from the lessor, whether as the result of assignment to the lessor or otherwise, shall thereupon revert in the lessor free from all claims or demands whatsoever. The lessor and its agents and employees shall at all times be given access to the leased machinery for the purpose of inspecting it or watching its use and operation, or of altering, repairing, improving, or adding to it, or determining the nature or extent of its use, and the lessee shall afford all reasonable facilities therefor.

Two. The lessee shall at all times and at his own expense keep the leased machinery in good and efficient working order and condition, and shall not permit any one to injure or deface or remove any plate, or dates, numbers, or other inscriptions now or hereafter impressed on or affixed to the leased machinery by the lessor. The lessee shall obtain from the lessor exclusively and shall pay therefor at the regular prices from time to time established by the lessor, all the duplicate parts, extras, mechanisms and devices, of every kind needed or used in operating, repairing, or renewing the leased machinery, and the same shall form part of the leased machinery, and the lessee shall not otherwise make or allow to be made any addition, subtraction or alteration to, from, or in the leased machinery without the consent in writing of the lessor, nor interfere with the proper operation of the same.

Three. The lessee shall pay all taxes and assessments which shall be levied in respect to the leased machinery, or in respect to this lease and license or the right to payments hereunder, upon whomsoever assessed. The lessee shall at his own expense insure against loss by fire and keep insured to the full value thereof the leased

machinery, and in case of loss shall pay forthwith to the lessor a sum equal to the full amount of the loss occasioned to the lessor.

Four. The lessee, as rent and royalty for the leased machinery, shall purchase exclusively of the lessor all the fastening material used by him in or in connection with the leased machinery, and shall pay the lessor in cash on delivery the regular and uniform prices therefor as established from time to time by the lessor, which shall not be more than ten (10) per cent. in excess of the prices to be established from time to time by the lessor for like fastening material to be used in its Metallic Department machinery by lessees who shall agree not to use the Metallic Department machinery leased to them in the manufacture of boots or shoes which are lasted on machines other than those leased from the lessor, or of welted boots or shoes which are not welted and stitched on welt sewing and sole stitching machines leased from the lessor, or of turned shoes the soles of which are not attached by turn sewing machines leased from the lessor.

Five. The lessor may attach to the leased machinery an indicator or indicators to register the number of revolutions or movements of any part or parts thereof, and the lessee shall not allow any person (other than the lessor or its agents) to disturb or interfere with such indicator or indicators. The lessee shall keep full and accurate accounts, independently of any indicators that may be placed upon the leased machinery, showing the number of boots, shoes and other footwear or portions thereof in the manufacture of which the leased machinery or any part thereof shall be used, and shall allow the lessor at all times by its agents or attorneys to examine and to take copies of such accounts and entries of the lessee as may serve to indicate the total number of boots, shoes and other footwear, or portions thereof made by the aid of the leased machinery or any part thereof, and the lessee shall produce all such papers and books upon request.

And that the following agreements, stipulations and provisions are agreed to : —

Six. The lessee for a period of five years from the date of this

lease and license shall use the leased machinery to its full capacity so far as the number and kind of boots and shoes made in his factory will permit, and his failure to use the leased machinery to its full capacity shall render him liable in damages to the lessor. During the remainder of the term of this lease and license after five years from the date hereof, the lessee shall continue to use the leased machinery to its full capacity so far as the number and kind of boots and shoes made in his factory will permit.

In case the lessee has more work of the kind which can be performed by any of the machines belonging to the Metallic Department of the lessor than the capacity of the Metallic Department machinery which he has under lease from the lessor will permit, then the lessee shall take from the lessor under a like lease and license sufficient additional Metallic Department machinery to perform the work, and the lessor shall lease such additional Metallic Department machinery to the lessee from time to time when required by the lessee, under a like lease and license if this lease and license is then in force, and if the lessee is not then in default in respect to any of the conditions, agreements, stipulations, and provisions in this lease and license contained.

Whenever for a period of three consecutive months the lessee shall fail to use all the leased machinery to an amount that will give to each machine at least three-fourths of a fair day's work during such period, the lessee from time to time and at all times upon the written request of the lessor, shall return to the lessor by delivery at its office or factory, such of the leased machinery as, in the opinion of the lessor, shall not be reasonably required by the lessee in the operation of his said factory, and shall pay to the lessor such sums as may be necessary to put the machinery so returned in suitable order and condition to lease to another lessee.

The lessee hereby agrees that for each machine hereby leased the amount of fastening material used by him and purchased from the lessor in accordance with the terms hereof shall not be less than four hundred (400) pounds during each calendar year embraced by this lease, excepting that a reduction of thirty-three (33) pounds from the amount thus guaranteed for each machine shall be

allowed at the end of the year for each calendar month during which the factory of the lessee has remained wholly idle. Upon any breach or default on the part of the lessee in the observance of the agreements, stipulations and provisions in this article "Six" contained, the lessor, although it may have waived or ignored prior breaches or defaults, may, at its option, terminate forthwith by notice in writing this lease and license and any other lease or license of Metallic Department machines, machinery or devices, like those or any of them mentioned in the foregoing Schedule of Machines, then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise; and the possession of and full right to and control of all Metallic Department machinery held by the lessee under lease or license from the lessor or its assignors shall thereupon revert in the lessor, free from all claims and demands whatsoever, and the lessee shall thereupon pay to the lessor such sum as shall be necessary to put all such machinery in suitable order and condition to lease to another lessee; but a breach or default on the part of the lessee in the observance of his agreements in respect to the extent of the use of the leased machinery and the amount of fastening material to be purchased by him in this article "Six" contained shall not entitle the lessor to any other remedy than the right to terminate this lease and license and any other lease or license of Metallic Department machinery as above provided, except the right to damages for breach of the first agreement, covering the term of five years, in this article "Six" contained and therein expressly given.

Seven. This lease and license shall continue, unless sooner terminated by the lessor because of breach thereof on the part of the lessee, or otherwise as herein provided, for seventeen years from the date hereof. But if any breach or default shall be made in the observance of any one or more of the conditions herein contained or contained in any other lease or license agreement subsisting between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise and expressed to be obligatory upon the lessee, the lessor shall have the right by notice in writing to the lessee to terminate forthwith this lease and license, and also, if

the lessor so elects, any other lease or license agreements then in force between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and this notwithstanding that previous breaches or defaults may have been unnoticed, waived, or condoned by or on behalf of the lessor. If, upon the expiration of the full term of this lease, the lessor does not request the return of the leased machinery, then the leased machinery shall continue to be held and used under and in accordance with the conditions of this lease and license, which shall thereupon be extended indefinitely as to term, but thereafter either the lessee, or the lessor, upon sixty days' notice in writing to the other, may terminate this lease and license, whereupon the leased machinery shall be delivered forthwith to the lessor, as herein provided. Upon the expiration or termination of this lease and license or any extension thereof by notice or by reason of any default on the part of the lessee as to the terms of this lease and license or any other lease or license from the lessor, or otherwise as herein provided, the lessee shall forthwith deliver the leased machinery to the lessor at its office or factory in good order, reasonable wear and tear alone excepted; and the lessee for himself, his heirs, executors and administrators, hereby grants to the lessor, its successors and assigns, full right, power and authority to enter upon the premises and into any factory, room, or any place where the leased machinery, or any part thereof, may be, and take possession thereof, and take away the same; and the lessee, in addition and without prejudice to any other rights and remedies of the lessor hereunder, shall thereupon pay to the lessor such sum as may be necessary to put the leased machinery in suitable order and condition to lease to another lessee.

Eight. Whenever the right to terminate this lease and license shall have accrued to the lessor, a notice in writing, signed by the president, a vice-president, or the treasurer of the lessor, or by any assignee of the lessor's rights hereunder and posted by prepaid letter, addressed to the lessee or delivered at his usual or last known place of abode or business, that the lease and license hereby granted is determined or shall be determined at the expiration of a certain period, shall be a sufficient determination of the lease and license

from the time of posting or delivering such notice, or from the expiration of the period therein mentioned, as the case may be. Any termination of this lease and license shall not release the lessee from his obligation to pay rent or royalty for the period prior to such termination, and shall be without prejudice to any other rights or remedies which the lessor may have for violation of contract, use of machines without right, or use of patented inventions without license.

Nine. The lessee admits the validity of each and every of the Letters Patent of the United States of America, owned by the lessor or under which it is licensed, any of the inventions of which are or hereafter may be embodied in the leased machinery. The lessee also agrees that he will not directly or indirectly infringe or contest the validity of, or the title of the lessor to, any of the patents referred to in the "Schedule of Patents" hereto annexed. The termination or cesser of this lease and license from any cause whatever shall not in any way affect the provisions of this clause, or release or discharge the lessee from the admission and estoppel herein set forth, so far as any act committed during the existence of this lease and license is concerned.

Ten. None of the terms or conditions of this lease and license shall be held to have been waived by any act or knowledge of the lessor, its agents or employees, but only by an instrument in writing, signed by the president, a vice-president, or the treasurer of the lessor.

Eleven. The term "lessor" shall include the said United Shoe Machinery Company and its successors and assigns. All the conditions and agreements binding on the lessee shall be binding on and enforceable against his legal representatives. In the construction of this instrument, words relating to the number and gender of the parties shall be read according to their real number and gender.

Twelve. The lessee, if not in default in respect to any of the conditions, agreements, stipulations and provisions herein contained, upon giving six months' notice in writing to the lessor of his intention so to do, shall have the privilege of surrendering this lease and

license, by executing such other form of lease and license agreement in respect to the leased machinery as the lessor shall have in use at the time of such surrender.

In witness whereof, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

 If lessee is a corporation, add corporate seal.

SCHEDULE OF PATENTS.

(Referred to in Article Nine herein.)

Nos. 297,718, April 29, 1884; 319,127, June 2, 1885; 325,274, Sept. 1, 1885; 325,275, Sept. 1, 1885; 334,361, Jan. 12, 1886; 334,362, Jan. 12, 1886; 334,809, Jan. 26, 1886; 346,127, July 27, 1886; 346,128, July 27, 1886; 346,129, July 27, 1886; 346,130, July 27, 1886; 354,051, Dec. 7, 1886; 354,052, Dec. 7, 1886; 364,776, June 14, 1887; 364,777, June 14, 1887; 364,778, June 14, 1887; 364,779, June 14, 1887; 380,662, April 3, 1888; 403,081, May 7, 1889; 410,927, Sept. 10, 1889; 413,463, Oct. 22, 1889; 416,272, Dec. 3, 1889; 429,862, June 10, 1890; 431,339, July 1, 1890; 432,074, July 15, 1890; 440,723, Nov. 18, 1890; 447,358, March 3, 1891; 447,359, March 3, 1891; 457,257, Aug. 4, 1891; 459,698, Sept. 15, 1891; 487,404, Dec. 6, 1892; 520,437, May 29, 1894; 525,066, Aug. 28, 1894; 554,200, Feb. 4, 1896; 554,931, Feb. 18, 1896; 555,314, Feb. 25, 1896; 560,968, May 26, 1896; 561,206, June 2, 1896; 562,597, June 23, 1896; 562,703, June 23, 1896; 578,696, March 9, 1897; 579,390, March 23, 1897; 582,579, May 11, 1897; 582,580, May 11, 1897; 591,658, Oct. 12, 1897; 601,255, March 29, 1898; 610,475, Sept. 6, 1898; 612,799, Oct. 18, 1898; 612,487, Oct. 18, 1898; 287,375, Oct. 23, 1883; 288,421, Nov. 13, 1883; 288,422, Nov. 13, 1883; 288,423, Nov. 13, 1883; 288,424, Nov. 13, 1883; 288,425, Nov. 13, 1883; 289,103, Nov. 27, 1883; 300,077, June 10, 1884; 301,114, July 1, 1884; 301,493, July 8, 1884; 310,816, Jan. 13, 1885; 310,817, Jan. 13, 1885; 329,031, Oct. 27, 1885; 329,449, Nov. 3, 1885; 331,925, Dec. 8, 1885; 331,926, Dec. 8, 1885; 351,372, Oct. 26, 1886; 356,107, Jan. 18, 1887; 360,428, April 5, 1887;

360,585, April 5, 1887; 370,135, Sept. 20, 1887; 370,136, Sept. 20, 1887; 373,234, Nov. 15, 1887; 374,549, Dec. 6, 1887; 383,-455, May 29, 1888; 385,801, July 10, 1888; 385,802, July 10, 1888; 388,128, Aug. 21, 1888; 398,606, Feb. 26, 1889; 398,891, March 5, 1889; 403,835, May 21, 1889; 402,014, April 23, 1889; 429,527, June 3, 1890; 429,528, June 3, 1890; 440,805, Nov. 18, 1890; 443,077, Dec. 16, 1890; 451,001, April 21, 1891; 456,113, July 14, 1891; 472,638, April 12, 1892; 467,104, Jan. 12, 1892; 475,729, May 24, 1892; 475,868, May 31, 1892; 478,054, June 28, 1892; 478,055, June 28, 1892; 478,056, June 28, 1892; 490,621, Jan. 24, 1893; 490,622, Jan. 24, 1893; 490,623, Jan. 24, 1893; 490,624, Jan. 24, 1893; 490,625, Jan. 24, 1893; 493,910, March 21, 1893; 502,212, July 25, 1893; 545,487, Sept. 3, 1895; 552,903, Jan. 14, 1896; 556,501, March 17, 1896; 559,129, April 28, 1896; 559,130, April 28, 1896; 563,478, July 7, 1896; 565,073, Aug. 4, 1896; 565,074, Aug. 4, 1896; 568,248, Sept. 22, 1896; 577,235, Feb. 16, 1897; 581,458, April 27, 1897; 581,459, April 27, 1897; 584,775, June 22, 1897; 587,-144, July 27, 1897; 602,184, April 12, 1898; 603,394, May 3, 1898; 606,045, June 21, 1898; 609,874, Aug. 30, 1898; 611,990, Oct. 4, 1898; 611,991, Oct. 4, 1898; 611,405, Sept. 27, 1898; 335,154, Feb. 2, 1886; 447,681, March 3, 1891; 521,369, June 12, 1894; 571,227, Nov. 10, 1896; 347,323, Aug 17, 1886; 575,-296, Jan. 12, 1897; 538,322, April 30, 1895; 610,320, Sept. 6, 1898; 280,267, June 26, 1883; 291,443, Jan. 1, 1884; 299,041, May 20, 1884; 301,464, July 1, 1884; 335,260, Feb. 2, 1886; 335,261, Feb. 2, 1886; 341,193, May 4, 1886; 426,274, April 22, 1890; 434,274, Aug 12, 1890; 607,924, July 26, 1898; 615,481, Dec. 6, 1898; 548,343, Oct. 22, 1895; 586,153, July 13, 1897; 586,154, July 13, 1897; 669,022, Feb. 26, 1901; 669,023, Feb. 26, 1901; 669,024, Feb. 26, 1901; 669,025, Feb. 26, 1901; 669,-026, Feb. 26, 1901.

399,410, March 12, 1889; 408,173, July 30, 1889; 415,175, Nov. 12, 1889; 461,510, Oct. 20, 1891; 461,853, Oct. 27, 1891; 467,522, Jan. 26, 1892; 520,437, May 29, 1894; 541,201, June 18, 1895; De. 24,483, July 16, 1895; De. 24,757, Oct. 15, 1895;

De. 24,758, Oct. 15, 1895; De. 24,759, Oct. 15, 1895; De. 24,760, Oct. 15, 1895; De. 24,761, Oct. 15, 1895; De. 24,762, Oct. 15, 1895; De. 24,763, Oct. 15, 1895; De. 24,764, Oct. 15, 1895; De. 24,765, Oct. 15, 1895; 551,118, Dec. 10, 1895; De. 25,211, March 3, 1896; 570,633, Nov. 3, 1896; 575,296, Jan. 12, 1897; 584,735, June 15, 1897; 602,390, Apr. 12, 1898; 614,460, Nov. 22, 1898; 618,027, Jan. 17, 1899; De. 30,112, Jan. 31, 1899; 639,694, Dec. 19, 1899; 641,099, Jan. 9, 1900; 654,762, July 31, 1900; 655,223, Aug. 7, 1900; 687,686, Nov. 26, 1901; 687,687, Nov. 26, 1901; 691,354, Jan. 21, 1902; Re. 11,962, Jan. 21, 1902; 693,686, Feb. 18, 1902; 705,512, July 22, 1902; 711,248, Oct. 14, 1902; 712,866, Nov. 4, 1902; 714,572, Nov. 25, 1902; 721,016, Feb. 17, 1903; 722,659, March 17, 1903; 724,432, Apr. 7, 1903; 736,825, Aug. 18, 1903; 741,522, Oct. 13, 1903; 762,-802, June 14, 1904; 765,392, July 19, 1904; 765,650, July 19, 1904; 767,520, Aug. 16, 1904; 767,521, Aug. 16, 1904; 768,-560, Aug. 23, 1904; 768,811, Aug. 30, 1904; 768,812, Aug. 30, 1904; 776,832, Dec. 6, 1904; 784,249, March 7, 1905; 786,190, March 28, 1905.

[On back:]

United Shoe Machinery Company.
Metallic Department.
Independent Lease.

Lease No.

Date, 19 .
Machines.

, Lessee.

PLAINTIFF'S EXHIBIT 32.

[Put in Evidence, page 378.]

[TYPEWRITTEN RIDER ATTACHED TO THE FOLLOWING LEASE.]

The following provisions contained in Article Three of Metallic Department Lease and License No. , dated , granted by the United Shoe Machinery Company as lessor to of as lessee, covering is hereby stricken out, namely:

"except that the lessee agrees that the said machinery shall not be used in the manufacture of any boots or shoes which are lasted on machines or by the aid of lasting or tacking mechanisms other

than those leased from the lessor or any welted boots or shoes which are not welted and stitched on welt sewing and sole stitching machines leased from the lessor, or turn shoes the soles of which are not attached by turn sewing machines leased from the lessor."

Excepting as herein expressly provided none of the conditions, agreements, stipulations or provisions contained in said Lease and License is hereby in any wise waived or modified.

Dated this day of 19

Metallic Department.

600.

Lease and License Number

This Lease and Agreement made at Boston, in the State of Massachusetts, this day of 19 , between the United Shoe Machinery Company, a corporation organized under the laws of the State of New Jersey, having an office in said Boston, hereinafter referred to as the lessor, of the one part, and of hereinafter referred to as the lessee, of the other part:

Witnesseth, that the lessor, in consideration of the covenants and agreements on the part of the lessee herein contained, does hereby lease to and license the lessee under any letters patent belonging to the lessor or under which the lessor has the right to grant such license affecting any inventions which are now or hereafter shall be embodied therein or employed in the operation thereof, to use the machine or machines now or hereafter delivered to the lessee and designated by the number in the following schedule, viz. : —

- Rapid Standard Screw Machine, No.
- Old Style Standard Screw Machine, No.
- Loose Nailing Machine, No.
- Universal Slugging Machine, No.
- Taper Nail Tacking Machine (D. H.), No.
- Taper Nail Tacking Machine (S. H.), No.
- String Nail Tacking Machine, No.
- Power Welt Tacking Machine, No.
- Cable Tacking Machine, No.

Universal Quilting Machine, No.
Heel Protector Driving Machine, No.
Grip Slugging Machine, No.
Grip Clinch Machine, No.
Grip Tacking Machine, No.
Lewis Nailing Machine, No.
Spatter Quilting Machine, No.
Double Row Pegging Machine, No.
National Slugging Machine, No.
Simplex Slugging Machine, No.
Champion Heel Seat Nailing Machine, No.
Champion Slugging Machine, No.
Staple Fastening Machine, No.
Automatic Staple Nailing Machine, No.
Universal Double Clinch Machine, No.
Gordon Staple Tacking Machine, No.
Corrugated Wire Tacking Machine, No.
Knife Grinding Machine, No.

and any parts, extras, duplicates, mechanisms, tools and devices relating thereto, or used in connection therewith, now attached to or delivered with the said designated machine or machines, or which may at any time hereafter be obtained from the lessor, or be added thereto, with the consent of the lessor (the whole of which machine or machines, parts, extras, duplicates, mechanisms, tools and devices, held by the lessee under these presents, whether now or hereafter delivered to or in the possession of the lessee, is hereinafter referred to as "the said machinery"), subject to the conditions hereinafter contained.

And the following are agreed to as conditions of the lease and license of the said machinery, all of which the lessee covenants and agrees to keep and perform: —

One. The said machinery shall be used only by the lessee himself, or by operatives in his direct employ, and only in the factory now occupied by him at in the State of . The said machinery shall not be transferred or delivered or sublet to another, and neither the lease nor the license hereby granted can be assigned

by the lessee by his own act or by operation of law. If the lessee becomes insolvent or bankrupt, or has a receiving order made against him, or makes or executes any bill of sale, deed of trust or assignment for the benefit of his creditors, or if a sale or lease or removal of said machinery, or any part thereof, without the consent in writing of the lessor, be made or attempted, or if any distress or execution or attachment be levied thereon, then and in each such case this lease and licence and any other lease or license then existing between the lessor and the lessee shall at the option of the lessor cease and determine, and the possession and full right to and control of all the said machinery, and any machinery held by the lessee under any other lease or license from the lessor, shall thereupon revert in the lessor free from all claims or demands whatsoever. The said machinery shall at all times remain and be the sole and exclusive property of the lessor, and the lessee shall have no right of property therein, but only the right to use the same, upon the conditions herein contained.

Two. The lessor and its agents and employees shall at all times have access to the said machinery for the purpose of inspecting it or watching its use and operation, or of altering, repairing, improving, or adding to it, or determining the nature or extent of its use, and the lessee shall afford all reasonable facilities therefor.

Three. The lessee shall at all times and at his own expense keep the said machinery in good and efficient working order and condition, and shall obtain from the lessor exclusively, and shall pay therefor at the regular prices from time to time established by the lessor, all the duplicate parts, extras, devices, and mechanisms of every kind needed or used in operating, repairing or renewing the said machinery, and the lessee shall not otherwise make or allow to be made any addition, subtraction or alteration to, from, or in the said machinery without the consent in writing of the lessor, nor interfere with the proper operation of the same. The lessee shall not permit any one to injure or deface or remove any plate, or dates, numbers, or other inscriptions now or hereafter impressed on or affixed to the said machinery by the lessor. The lessee shall use the said machinery to its full capacity so far as the number

and kind of boots and shoes made in his factory will permit, except that the lessee agrees that the said machinery shall not be used in the manufacture of any boots or shoes which are lasted on machines or by the aid of lasting or tacking mechanisms other than those leased from the lessor or any welted boots or shoes which are not welted and stitched on welt sewing and sole stitching machines leased from the lessor, or turn shoes the soles of which are not attached by turn sewing machines leased from the lessor. In case the lessee has more work of the kind which can be performed by any of the machines belonging to the Metallic Department of the lessor than the capacity of the Metallic machinery which he has under lease from the lessor will permit, then the lessee shall either take from the lessor, under a like lease and agreement, sufficient additional machinery to perform the work, or in case the lessee does not thus lease additional Metallic machinery from the lessor, then the lessor may, if it so elects, cancel forthwith this lease and any other lease of Metallic machinery then in force between the lessor and the lessee, whether as the result of assignment or otherwise. The lessee shall at his own expense insure against loss by fire and keep insured to the full value thereof the said machinery, and in case of loss shall pay forthwith to the lesser a sum equal to the full amount of the loss occasioned to the lessor.

Four. The lessee shall pay all taxes and assessments which shall be assessed in respect to the said machinery or other machinery of the lessor held by the lessee under lease or license upon whomsoever assessed. All taxes or assessments in respect to leases, licenses or agreements covering machinery, or the rights to payments thereunder, shall be construed, for the purposes of this article, to be assessed in respect to the machinery itself. In case at any time any unapportioned tax or assessment shall be assessed to the lessor in respect in part but not wholly to machinery of the lessor in the possession of the lessee the lessee shall pay to the lessor such proportionate part of the total amount of said unapportioned tax or assessment as the fair valuation, to be determined by the lessor, of said machinery of the lessor in the possession of the lessee bears to the fair valuation, to be determined by the lessor, of all ma-

chinery (excepting machinery, if any, in the lessor's own possession) in respect to which the unapportioned tax or assessment has been assessed : provided, however, that if such unapportioned tax or assessment includes any tax or assessment in respect to tangible property in the lessor's own possession the amount thereof, based, at the established rate, upon the fair valuation, to be determined by the lessor, of such property, shall first be deducted and the lessee shall pay his proportionate part as aforesaid of the balance only of said unapportioned tax or assessment after such deduction has been made.

Five. The lessee agrees, as rent or royalty for the said machinery, to purchase of the lessor at the prices established by the lessor, all the fastening material used by him in or in connection with the said machinery, paying therefor in cash on delivery. The lessee hereby guarantees that for each machine hereby leased the amount of fastening material used by him and purchased from the lessor in accordance with the terms hereof shall not be less than four hundred pounds during each calendar year embraced by this lease, excepting that a reduction of thirty-three pounds from the amount thus guaranteed for each machine shall be allowed at the end of the year for each calendar month during which the factory of the lessee has remained wholly idle.

Six. The lessor may attach to the said machinery an indicator or indicators to register the number of revolutions or movements of any part or parts thereof, and the lessee shall not allow any person (other than the lessor or its agents) to disturb or interfere with such indicator or indicators. The lessee shall keep full and accurate accounts, independently of any indicators that may be placed upon said machinery, showing the number of boots and shoes or parts thereof in the manufacture of which the said machinery or any part thereof shall be used, and shall allow the lessor at all times by its agents or attorneys to examine and to take copies of such accounts and entries of the lessee as may serve to indicate the total number of boots and shoes made by the aid of said machinery or any part thereof, and the lessee shall produce all such papers and books upon request.

Seven. This lease and license shall continue, unless sooner terminated by the lessor because of breach thereof on the part of the lessee, or otherwise as herein provided, for seventeen years from the date hereof. But if any breach or default shall be made in the observance of any one or more of the conditions or agreements herein contained or contained in any other lease or license agreement subsisting between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and expressed to be obligatory upon the lessee, the lessor shall have the right, by notice in writing to the lessee, to terminate forthwith this lease and license and also if the lessor so elects any other lease or license agreements then in force between the lessor and the lessee whether as the result of assignment to the lessor or otherwise, and this notwithstanding that previous breaches or defaults may have been unnoticed, waived, or condoned by or on behalf of the lessor. If, upon the expiration of the full term of this lease, the lessor does not request the return of the said machinery, then the said machinery shall continue to be held and used under and in accordance with the conditions of this lease and license, which shall thereupon be extended indefinitely as to term; but thereafter either the lessee or the lessor, upon sixty days' notice in writing to the other, may terminate this lease and license, whereupon the said machinery shall be delivered forthwith to the lessor, as herein provided. Upon the expiration or termination of this lease and license or any extension thereof by notice or by reason of any default on the part of the lessee as to the terms of this lease or any other lease with the lessor, or otherwise as herein provided, the lessee shall forthwith deliver the said machinery to the lessor at its office or factory in good order and condition, reasonable wear and tear alone excepted; and the lessee for himself, his heirs, executors and administrators, hereby grants to the lessor, its successors and assigns, full right, power and authority to enter upon the premises and into any factory, room, or any place where the said machinery, or any part thereof, may be, and take possession thereof, and take away the same, and the lessee in addition and without prejudice to any other rights and remedies of the lessor hereunder, shall thereupon pay to the lessor

such sum as may be necessary to put the said machinery in suitable order and condition to lease to another lessee.

Eight. A notice in writing, signed by the president, a vice-president or the treasurer of the lessor, or by the assignee of the lessor's rights hereunder, and posted by prepaid letter, addressed to the lessee or delivered at his usual or last known place of abode or business, that the lease and license hereby granted is determined or shall be determined at the expiration of a certain period, shall be a sufficient determination of the lease and license from the time of posting or delivering such notice, or from the expiration of the period therein mentioned, as the case may be. Any termination of this lease and license shall not release the lessee from his obligation to pay rent for the period prior to such termination, and shall be without prejudice to any other rights or remedies which the lessor may have for violation of contract, use of machines without right, or use of patents without license.

Nine. The lessee admits the validity for the full term expressed in the grant thereof (and every extension and renewal thereof) of each and every of the letters patent of the United States of America, owned by the lessor or under which it is licensed, any of the inventions of which are or hereafter may be embodied in the said machinery or embodied in the operation thereof. The lessee also agrees that he will not directly or indirectly infringe or contest the validity for the full term expressed in the grant thereof or of any extension or renewal thereof, of any of the Letters Patent referred to in the "Schedule of Patents" hereto annexed or the title of the lessor thereto. The expiration of this agreement or any extension thereof or the termination or cesser of the lease and license hereby granted shall not in any way affect the provisions of this clause, or release or discharge the lessee from the admissions and estoppels herein set forth.

Ten. None of the terms or conditions of this lease and license shall be held to have been waived by any act or knowledge of the lessor, its agents or employees, but only by an instrument in writing, signed by the president, a vice-president, or the treasurer of the lessor.

Eleven. The term "lessor" shall include the said United Shoe Machinery Company and its successors and assigns. All the conditions and agreements binding on the lessee shall be binding on and enforceable against his legal representatives. In the construction of this instrument, words relating to the number and gender of the parties shall be read according to their real number and gender.

In witness whereof, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

☞ If lessee is a corporation, add seal.

SCHEDULE OF PATENTS.

(Referred to in Article Nine.)

Nos. 388,128, Aug. 21, 1888; 398,606, Feb. 26, 1889; 398,-891, March 5, 1889; 399,410, March 12, 1889; 402,014, April 23, 1889; 403,081, May 7, 1889; 403,835, May 21, 1889; 408,173, July 30, 1889; 410,927, Sept. 10, 1889; 413,463, Oct. 22, 1889; 415,175, Nov. 12, 1889; 416,272, Dec. 3, 1889; 429,527, June 3, 1890; 429,528, June 3, 1890; 429,862, June 10, 1890; 431,339, July 1, 1890; 432,074, July 15, 1890; 440,723, Nov. 18, 1890; 440,805, Nov. 18, 1890; 443,077, Dec. 16, 1890; 447,358, March 3, 1891; 447,359, March 3, 1891; 447,681, March 3, 1891; 451,-001, April 21, 1891; 456,113, July 14, 1891; 457,257, Aug. 4, 1891; 459,698, Sept. 15, 1891; 461,510, Oct. 20, 1891; 461,853, Oct. 27, 1891; 467,104, Jan. 12, 1892; 467,522, Jan. 26, 1892; 472,638, April 12, 1892; 475,868, May 31, 1892; 478,054, June 28, 1892; 478,055, June 28, 1892; 478,056, June 28, 1892; 487,-404, Dec. 6, 1892; 490,621, Jan. 24, 1893; 490,622, Jan. 24, 1893; 490,623, Jan. 24, 1893; 490,624, Jan. 24, 1893; 490,625, Jan. 24, 1893; 493,910, March 21, 1893; 502,212, July 25, 1893; 520,437, May 29, 1894; 521,369, June 12, 1894; 525,066, Aug. 28, 1894; 538,322, April 30, 1895; 541,201, June 18, 1895; De. 24,483, July 16, 1895; 545,487, Sept. 3, 1895; De. 24,757, Oct. 15, 1895; De. 24,758, Oct. 15, 1895; De. 24,759, Oct. 15, 1895; De. 24,760, Oct. 15, 1895; De. 24,761, Oct. 15, 1895; De. 24,762, Oct. 15, 1895; De. 24,763, Oct. 15, 1895; De. 24,764, Oct. 15,

1895; De. 24,765, Oct. 15, 1895; 548,343, Oct. 22, 1895; 551,118, Dec. 10, 1895; 552,903, Jan. 14, 1896; 554,200, Feb. 4, 1896; 554,931, Feb. 18, 1896; 555,314, Feb. 25, 1896; De. 25,211, March 3, 1896; 560,968, May 26, 1896; 561,206, June 2, 1896; 562,597, June 23, 1896; 562,703, June 23, 1896; 563,478, July 7, 1896; 565,073, Aug. 4, 1896; 565,074, Aug. 4, 1896; 568,248, Sept. 22, 1896; 570,633, Nov. 3, 1896; 571,227, Nov. 10, 1896; 575,296, Jan. 12, 1897; 577,235, Feb. 16, 1897; 578,696, March 9, 1897; 579,390, March 23, 1897; 581,459, April 27, 1897; 582,-579, May 11, 1897; 582,580, May 11, 1897; 584,735, June 15, 1897; 584,775, June 22, 1897; 586,153, July 13, 1897; 586,154, July 13, 1897; 587,144, July 27, 1897; 591,658, Oct. 12, 1897; 601,255, March 29, 1898; 602,184, April 12, 1898; 602,390, April 12, 1898; 603,394, May 3, 1898; 606,045, June 21, 1898; 607,924, July 26, 1898; 609,874, Aug. 30, 1898; 610,320, Sept. 6, 1898; 610,475, Sept. 6, 1898; 611,990, Oct. 4, 1898; 611,405, Sept. 27, 1898; 611,991, Oct. 4, 1898; 612,487, Oct. 18, 1898; 612,799, Oct. 18, 1898; 614,460, Nov. 22, 1898; 615,481, Dec. 6, 1898; 618,027, Jan. 17, 1899; De. 30,112, Jan. 31, 1899; 639,-694, Dec. 19, 1899; 641,099, Jan. 9, 1900; 654,762, July 31, 1900; 655,223, Aug. 7, 1900; 669,023, Feb. 26, 1901; 669,024, Feb. 26, 1901; 669,025, Feb. 26, 1901; 669,026, Feb. 26, 1901; 687,686, Nov. 26, 1901; 687,687, Nov. 26, 1901; 691,354, Jan. 21, 1902; Re. 11,962, Jan. 21, 1902; 693,686, Feb. 18, 1902; 705,512, July 22, 1902; 711,248, Oct. 14, 1902; 712,866, Nov. 4, 1902; 714,572, Nov. 25, 1902; 721,016, Feb. 17, 1903; 722,-659, March 17, 1903; 724,432, April 7, 1903; 736,825, Aug. 18, 1903; 741,522, Oct. 13, 1903; 762,802, June 14, 1904; 765,392, July 19, 1904; 765,650, July 19, 1904; 767,520, Aug. 16, 1904; 767,521, Aug. 16, 1904; 768,560, Aug. 23, 1904; 768,811, Aug. 30, 1904; 768,812, Aug. 30, 1904; 776,832, Dec. 6, 1904; 784, 249, March 7, 1905; 786,190, March 28, 1905.

[On back:]

Metallic Department.

Lease No.

Lessee.

Date,

19 .

Machines.

PLAINTIFF'S EXHIBIT 33.

[Put in Evidence, page 380.]

Metallic Department.

1100.

Lease and License Number .

This Lease and Agreement made at Boston, in the State of Massachusetts, this day of 19 , between the United Shoe Machinery Company, a corporation organized under the laws of the State of New Jersey, having an office in said Boston, hereinafter referred to as the lessor, of the one part, and of hereinafter referred to as the lessee, of the other part :

Witnesseth, that the lessor, in consideration of the covenants and agreements on the part of the lessee herein contained, does hereby lease to and license the lessee under any letters patent belonging to the lessor or under which the lessor has the right to grant such license affecting any inventions which are or hereafter shall be embodied therein or employed in the operation thereof, to use the machine or machines now or hereafter delivered to the lessee and designated by number in the following schedule, viz.:—

SCHEDULE OF MACHINES.

Rapid Standard Screw Machine, No.

Loose Nailing Machine, No.

Universal Slugging Machine, No.

Taper Nail Tacking Machine, No.

Grip Tacking Machine, No.

Staple Fastening Machine, No.

and any parts, extras, duplicates, mechanisms, tools and devices relating thereto, or used in connection therewith, now attached to or delivered with the said designated machine or machines, or which may at any time hereafter be obtained from the lessor, or be added thereto with the consent of the lessor (the whole of which machine or machines, parts, extras, duplicates, mechanisms, tools and devices, held by the lessee under these presents, whether now or hereafter delivered to or in the possession of the lessee, is hereinafter referred to as "the said machinery"), subject to the conditions hereinafter contained.

And the following are agreed to as conditions of the lease and license of the said machinery, all of which the lessee covenants and agrees to keep and perform : —

One. The said machinery shall be used only by the lessee himself, or by operatives in his direct employ, and only in the factory now occupied by him at in the State of . The said machinery shall not be transferred or delivered or sublet to another, and neither the lease nor the license hereby granted can be assigned by the lessee by his own act or by operation of law. If the lessee becomes insolvent or bankrupt, or has a receiving order made against him, or makes or executes any bill of sale, deed of trust or assignment for the benefit of his creditors, or if a sale or lease or removal of said machinery, or any part thereof, without the consent in writing of the lessor, be made or attempted, or if any distress or execution or attachment be levied thereon, then and in each such case this lease and license and any other lease or license then existing between the lessor and the lessee shall at the option of the lessor cease and determine, and the possession and full right to and control of all the said machinery, and any machinery held by the lessee under any other lease or license from the lessor, shall thereupon revert in the lessor free from all claims or demands whatsoever. The said machinery shall at all times remain and be the sole and exclusive property of the lessor, and the lessee shall have no right of property therein, but only the right to use the same, upon the conditions herein contained.

Two. The lessor and its agents and employees shall at all times have access to the said machinery for the purpose of inspecting it or watching its use and operation, or of altering, repairing, improving, or adding to it, or determining the nature or extent of its use, and the lessee shall afford all reasonable facilities therefor.

Three. The lessee shall at all times and at his own expense keep the said machinery in good and efficient working order and condition, and shall obtain from the lessor exclusively, and shall pay therefor at the regular prices from time to time established by the lessor, all the duplicate parts, extras, devices, and mechanisms of every kind needed or used in operating, repairing, or renewing the

said machinery, and the lessee shall not otherwise make or allow to be made any addition, subtraction or alteration to, from, or in the said machinery without the consent in writing of the lessor, nor interfere with the proper operation of the same. The lessee shall not permit any one to injure or deface or remove any plate, or dates, numbers, or other inscriptions now or hereafter impressed on or affixed to the said machinery by the lessor. The lessee shall use the said machinery to its full capacity so far as the number and kind of boots and shoes made in his factory will permit, and in case the lessee has more work of the kind which can be performed by any of the machines belonging to the Metallic Department of the lessor than the capacity of the Metallic machinery which he has under lease from the lessor will permit, then the lessee shall either take from the lessor, under a like lease and agreement, sufficient additional machinery to perform the work, or in case the lessee does not thus lease additional Metallic machinery from the lessor, then the lessor may, if it so elects, cancel forthwith this lease and any other lease of Metallic machinery then in force between the lessor and the lessee, whether as the result of assignment or otherwise.

Four. The lessee shall pay all taxes and assessments which shall be assessed in respect to the said machinery or other machinery of the lessor held by the lessee under lease or license upon whomsoever assessed. All taxes or assessments in respect to leases, licenses or agreements covering machinery, or the rights to payments thereunder, shall be construed, for the purposes of this article, to be assessed in respect to the machinery itself. In case at any time any unapportioned tax or assessment shall be assessed to the lessor in respect in part but not wholly to machinery of the lessor in the possession of the lessee the lessee shall pay to the lessor such proportionate part of the total amount of said unapportioned tax or assessment as the fair valuation, to be determined by the lessor, of said machinery of the lessor in the possession of the lessee bears to the fair valuation, to be determined by the lessor, of all machinery (excepting machinery, if any, in the lessor's own possession) in respect to which the unapportioned tax or assessment

has been assessed : provided, however, that if such unapportioned tax or assessment includes any tax or assessment in respect to tangible property in the lessor's own possession the amount thereof, based, at the established rate, upon the fair valuation, to be determined by the lessor, of such property, shall first be deducted and the lessee shall pay his proportionate part as aforesaid of the balance only of said unapportioned tax or assessment after such deduction has been made.

Five. The lessee shall pay to the lessor immediately upon the execution hereof as a lease premium the sum of dollars, and the lessee agrees, as rent or royalty for the said machinery, to purchase of the lessor at the prices established by the lessor, all the fastening material used by him in or in connection with the said machinery, paying therefor in cash on delivery. The lessee hereby guarantees that for each machine hereby leased the amount of fastening material used by him and purchased from the lessor in accordance with the terms hereof shall not be less than four hundred pounds during each calendar year embraced by this lease, excepting that a reduction of thirty-three pounds from the amount thus guaranteed for each machine shall be allowed at the end of the year for each calendar month during which the factory of the lessee has remained wholly idle.

Six. The lessor may attach to the said machinery an indicator or indicators to register the number of revolutions or movements of any part or parts thereof, and the lessee shall not allow any person (other than the lessor or its agents) to disturb or interfere with such indicator or indicators. The lessee shall keep full and accurate accounts, independently of any indicators that may be placed upon said machinery, showing the number of boots and shoes or parts thereof in the manufacture of which the said machinery or any part thereof shall be used, and shall allow the lessor at all times by its agents or attorneys to examine and to take copies of such accounts and entries of the lessee as may serve to indicate the total number of boots and shoes made by the aid of said machinery or any part thereof, and the lessee shall produce all such papers and books upon request.

Seven. This lease and license shall continue, unless sooner terminated by the lessor because of breach thereof on the part of the lessee, or otherwise as herein provided, for seventeen years from the date hereof. But if any breach or default shall be made in the observance of any one or more of the conditions or agreements herein contained or contained in any other lease or license agreement subsisting between the lessor and the lessee whether as the result of assignment to the lessor or otherwise and expressed to be obligatory upon the lessee, the lessor shall have the right by notice in writing to the lessee to terminate forthwith this lease and license and also if the lessor so elects any other lease or license agreements then in force between the lessor and the lessee whether as the result of assignment to the lessor or otherwise, and this notwithstanding that previous breaches or defaults may have been unnoticed, waived or condoned by or on behalf of the lessor. If, upon the expiration of the full term of this lease, the lessor does not request the return of the said machinery, then the said machinery shall continue to be held and used under and in accordance with the conditions of this lease and license, which shall thereupon be extended indefinitely as to term; but thereafter either the lessee or the lessor, upon sixty days' notice in writing to the other, may terminate this lease and license, whereupon the said machinery shall be delivered forthwith to the lessor, as herein provided. Upon the expiration or termination of this lease and license or any extension thereof by notice or by reason of any default on the part of the lessee as to the terms of this lease or any other lease with the lessor, or otherwise as herein provided, the lessee shall forthwith deliver the said machinery to the lessor at its office or factory in good order and condition, reasonable wear and tear alone excepted; and the lessee for himself, his heirs, executors and administrators, hereby grants to the lessor, its successors and assigns, full right, power and authority to enter upon the premises and into any factory, room, or any place where the said machinery, or any part thereof, may be, and take possession thereof, and take away the same, and the lessee in addition and without prejudice to any other rights and remedies of the lessor hereunder, shall thereupon pay to the lessor

such sum as may be necessary to put the said machinery in suitable order and condition to lease to another lessee.

Eight. A notice in writing, signed by the president, a vice-president or the treasurer of the lessor or by the assignee of the lessor's rights hereunder and posted by pre-paid letter, addressed to the lessee or delivered at his usual or last known place of abode or business, that the lease and license hereby granted is determined or shall be determined at the expiration of a certain period, shall be a sufficient determination of the lease and license from the time of posting or delivering such notice, or from the expiration of the period therein mentioned, as the case may be. Any termination of this lease and license shall not release the lessee from his obligation to pay rent for the period prior to such termination, and shall be without prejudice to any other rights or remedies which the lessor may have for violation of contract, use of machines without right, or use of patents without license.

Nine. The lessee admits the validity for the full term expressed in the grant thereof (and every extension and renewal thereof) of each and every of the letters patent of the United States of America owned by the lessor or under which it is licensed, any of the inventions of which are or hereafter may be embodied in the said machinery or embodied in the operation thereof. The lessee also agrees that he will not directly or indirectly infringe or contest the validity for the full term expressed in the grant thereof or of any extension or renewal thereof, of any of the Letters Patent referred to in the Schedule of Patents hereto annexed or the title of the lessor thereto. The expiration of this agreement or any extension thereof or the termination or cesser of the lease and license hereby granted shall not in any way affect the provisions of this clause, or release or discharge the lessee from the admissions and estoppels herein set forth.

Ten. None of the terms or conditions of this lease and license shall be held to have been waived by any act or knowledge of the lessor, its agents or employees, but only by an instrument in writing, signed by the president, a vice-president or the treasurer of the lessor.

Eleven. The term "lessor" shall include the said United Shoe Machinery Company and its successors and assigns. All the conditions and agreements binding on the lessee shall be binding on and enforceable against his legal representatives. In the construction of this instrument, words relating to the number and gender of the parties shall be read according to their real number and gender.

In witness whereof, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

☞ If lessee is a corporation, add seal.

SCHEDULE OF PATENTS.

(Referred to in Article nine.)

Nos. 520,437, May 29, 1894; 521,369, June 12, 1894; 525,066, Aug. 28, 1894; 538,322, April 30, 1895; 541,201, June 18, 1895; De. 24,483, July 16, 1895; 545,487, Sept. 3, 1895; De. 24,757, Oct. 15, 1895; De. 24,758, Oct. 15, 1895; De. 24,759, Oct. 15, 1895; De. 24,760, Oct. 15, 1895; De. 24,761, Oct. 15, 1895; De. 24,762, Oct. 15, 1895; De. 24,763, Oct. 15, 1895; De. 24,764, Oct. 15, 1895; De. 24,765, Oct. 15, 1895; 548,343, Oct. 22, 1895; 551,118, Dec. 10, 1895; 552,903, Jan. 14, 1896; 554,200, Feb. 4, 1896; 554,931, Feb. 18, 1896; 555,314, Feb. 25, 1896; De. 25,-211, March 3, 1896; 560,968, May 26, 1896; 561,206, June 2, 1896; 562,597, June 23, 1896; 562,703, June 23, 1896; 563,478, July 7, 1896; 565,073, Aug. 4, 1896; 565,074, Aug. 4, 1896; 568,248, Sept. 22, 1896; 570,633, Nov. 3, 1896; 571,227, Nov. 10, 1896; 575,296, Jan. 12, 1897; 577,235, Feb. 16, 1897; 578,-696, March 9, 1897; 579,390, March 23, 1897; 581,459, April 27, 1897; 582,579, May 11, 1897; 582,580, May 11, 1897; 584,735, June 15, 1897; 584,775, June 22, 1897; 586,153, July 13, 1897; 586,154, July 13, 1897; 587,144, July 27, 1897; 591,658, Oct. 12, 1897; 601,255, March 29, 1898; 602,184, April 12, 1898; 602,390, April 12, 1898; 603,394, May 3, 1898; 606,045, June 21, 1898; 607,924, July 26, 1898; 609,874, Aug. 30, 1898; 610,-320, Sept. 6, 1898; 610,475, Sept. 6, 1898; 611,405, Sept. 27, 1898; 611,990, Oct. 4, 1898; 611,991, Oct. 4, 1898; 612,487, Oct. 18, 1898; 612,799, Oct. 18, 1898; 614,460, Nov. 22, 1898;

615,481, Dec. 6, 1898; 618,027, Jan. 17, 1899; De. 30,112, Jan. 31, 1899; 639,694, Dec. 19, 1899; 641,099, Jan. 9, 1900; 654,-762, July 31, 1900; 655,223, Aug. 7, 1900; 669,023, Feb. 26, 1901; 669,024, Feb. 26, 1901; 669,025, Feb. 26, 1901; 669,026, Feb. 26, 1901; 685,991, July 5, 1901; 687,686, Nov. 26, 1901; 687,687, Nov. 26, 1901; 691,354, Jan. 21, 1902; Re. 11,962, Jan. 21, 1902; 693,686, Feb. 18, 1902; 705,512, July 22, 1902; 711,-248, Oct. 14, 1902; 712,866, Nov. 4, 1902; 714,572, Nov. 25, 1902; 721,016, Feb. 17, 1903; 722,659, March 17, 1903; 724,432, April 7, 1903; 736,825, Aug. 18, 1903; 741,522, Oct. 13, 1903; 762,802, June 14, 1904; 765,392, July 19, 1904; 765,650, July 19, 1904; 767,520, Aug. 16, 1904; 767,521, Aug. 16, 1904; 768,-560, Aug. 23, 1904; 768,811, Aug. 30, 1904; 768,812, Aug. 30, 1904; 776,832, Dec. 6, 1904; 784,249, March 7, 1905; 786,190, March 28, 1905; 853,742, May 14, 1907; 864,951, Sept. 3, 1907; 865,329, Sept. 3, 1907; 886,313, April 28, 1908; 889,383, June 2, 1908; 889,752, June 2, 1908; 890,447, June 9, 1908; Re. 12,820, June 23, 1908; Re. 12,821, June 30, 1908; 891,907, June 30, 1908; 896,293, Aug. 18, 1908; 898,435, Sept. 15, 1908; 898,573, Sept. 15, 1908; 899,093, Sept. 22, 1908; 908,437, Jan. 5, 1909; 910,147, Jan. 19, 1909; 919,424, April 27, 1909; 920,-241, May 4, 1909; 922,447, May 25, 1909; 924,965, June 15, 1909; 930,047, Aug. 3, 1909; 931,042, Aug. 17, 1909; 931,107, Aug. 17, 1909; 932,535, Aug. 31, 1909; 938,118, Oct. 26, 1909; 945,064, Jan. 4, 1910; 959,666, May 31, 1910; 959,984, May 31, 1910; 960,278, June 7, 1910; 963,708, July 5, 1910; 970,702, Sept. 20, 1910; 970,908, Sept. 20, 1910; 973,604, Oct. 25, 1910; 973,605, Oct. 25, 1910; 976,269, Nov. 22, 1910; 976,837, Nov. 29, 1910; 978,297, Dec. 13, 1910; 983,665, Feb. 7, 1911; 988,-365, April 4, 1911; 944,334, June 6, 1911; 994,354, June 6, 1911; 995,022, June 13, 1911; 995,050, June 13, 1911; 996,043, June 27, 1911; 996,065, June 27, 1911; 997,238, July 4, 1911.

[On back:]

Metallic Department. (Lease Premium)
 Lease No. _____, Lessee.
 Date, _____ 19____
 Machines.

PLAINTIFF'S EXHIBIT 34.

[Put in Evidence, page 380.]

Metallic Department.

800.

Lease and License Number .

This Lease and Agreement made at Boston, in the State of Massachusetts, this day of 19 , between the United Shoe Machinery Company, a corporation organized under the laws of the State of New Jersey, having an office in said Boston, hereinafter referred to as the lessor, of the one part, and of hereinafter referred to as the lessee, of the other part:

Witnesseth that the lessor, in consideration of the covenants and agreements on the part of the lessee herein contained, does hereby lease to and license the lessee under any letters patent belonging to the lessor or under which the lessor has the right to grant such license affecting any inventions which are or hereafter shall be embodied therein or employed in the operation thereof, to use the machine or machines now or hereafter delivered to the lessee and designated by number in the following schedule, viz.:—

SCHEDULE OF MACHINES.

Loose Nailing Machine, No.

Universal Slugging Machine, No.

Taper Nail Tacking Machine, No.

Grip Tacking Machine, No.

Staple Fastening Machine, No.

Knife Grinder, No.

and any parts, extras, duplicates, mechanisms, tools and devices relating thereto, or used in connection therewith, now attached to or delivered with the said designated machine or machines, or which may at any time hereafter be obtained from the lessor, or be added thereto with the consent of the lessor, (the whole of which machine or machines, parts, extras, duplicates, mechanisms, tools and devices held by the lessee under these presents, whether now or hereafter delivered to or in the possession of the lessee, is hereinafter referred to as "the said machinery"), subject to the conditions hereinafter contained.

And the following are agreed to as conditions of the lease and license of the said machinery, all of which the lessee covenants and agrees to keep and perform : —

One. The said machinery shall be used only by the lessee himself, or by operatives in his direct employ, and only in the factory now occupied by him at in the State of . The said machinery shall not be transferred or delivered or sublet to another, and neither the lease nor the license hereby granted can be assigned by the lessee by his own act or by operation of law. If the lessee becomes insolvent or bankrupt, or has a receiving order made against him, or makes or executes any bill of sale, deed of trust or assignment for the benefit of his creditors, or if a sale or lease or removal of said machinery, or any part thereof, without the consent in writing of the lessor, be made or attempted, or if any distress or execution or attachment be levied thereon, then and in each such case this lease and license and any other lease or license then existing between the lessor and the lessee shall at the option of the lessor cease and determine, and the possession and full right to and control of all the said machinery, and any machinery held by the lessee under any other lease or license from the lessor, shall thereupon revert in the lessor free from all claims or demands whatsoever. The said machinery shall at all times remain and be the sole and exclusive property of the lessor, and the lessee shall have no right of property therein, but only the right to use the same, upon the conditions herein contained.

Two. The lessor and its agents and employees shall at all times have access to the said machinery for the purpose of inspecting it or watching its use and operation, or of altering, repairing, improving, or adding to it, or determining the nature or extent of its use, and the lessee shall afford all reasonable facilities therefor.

Three. The lessee shall at all times and at his own expense keep the said machinery in good and efficient working order and condition, and shall obtain from the lessor exclusively, and shall pay therefor at the regular prices from time to time established by the lessor, all the duplicate parts, extras, devices, and mechanisms of every kind needed or used in operating, repairing, or renewing the

said machinery, and the lessee shall not otherwise make or allow to be made any addition, subtraction or alteration to, from, or in the said machinery without the consent in writing of the lessor, nor interfere with the proper operation of the same. The lessee shall not permit any one to injure or deface or remove any plate, or dates, numbers, or other inscriptions now or hereafter impressed on or affixed to the said machinery by the lessor. The lessee shall use the said machinery to its full capacity so far as the number and kind of boots and shoes made in his factory will permit, except that the lessee agrees that the said machinery shall not be used in the manufacture of any boots or shoes which are lasted on machines or by the aid of lasting or tacking mechanisms other than those leased from the lessor or any welted boots or shoes which are not welted and stitched on welt sewing and sole stitching machines leased from the lessor, or turn shoes the soles of which are not attached by turn sewing machines leased from the lessor. In case the lessee has more work of the kind which can be performed by any of the machines belonging to the Metallic Department of the lessor than the capacity of the Metallic machinery which he has under lease from the lessor will permit, then the lessee shall either take from the lessor, under a like lease and agreement, sufficient additional machinery to perform the work, or in case the lessee does not thus lease additional Metallic machinery from the lessor, then the lessor may, if it so elects, cancel forthwith this lease and any other lease of Metallic machinery then in force between the lessor and the lessee, whether as the result of assignment or otherwise. The lessee shall at his own expense insure against loss by fire and keep insured to the full value thereof the said machinery, and in case of loss shall pay forthwith to the lessor a sum equal to the full amount of the loss occasioned to the lessor.

Four. The lessee shall pay all taxes and assessments which shall be assessed in respect to the said machinery or other machinery of the lessor held by the lessee under lease or license upon whomsoever assessed. All taxes or assessments in respect to leases, licenses or agreements covering machinery, or the rights to payments thereunder, shall be construed, for the purposes of this

article, to be assessed in respect to the machinery itself. In case at any time any unapportioned tax or assessment shall be assessed to the lessor in respect in part but not wholly to machinery of the lessor in the possession of the lessee the lessee shall pay to the lessor such proportionate part of the total amount of said unapportioned tax or assessment as the fair valuation, to be determined by the lessor, of said machinery of the lessor in the possession of the lessee bears to the fair valuation, to be determined by the lessor, of all machinery (excepting machinery, if any, in the lessor's own possession) in respect to which the unapportioned tax or assessment has been assessed: provided, however, that if such unapportioned tax or assessment includes any tax or assessment in respect to tangible property in the lessor's own possession the amount thereof, based, at the established rate, upon the fair valuation, to be determined by the lessor, of such property, shall first be deducted and the lessee shall pay his proportionate part as aforesaid of the balance only of said unapportioned tax or assessment after such deduction has been made.

Five. The lessee agrees, as rent or royalty for the said machinery, to purchase of the lessor at the prices established by the lessor, all the fastening material used by him in or in connection with the said machinery, paying therefor in cash on delivery. The lessee hereby guarantees that for each machine hereby leased the amount of fastening material used by him and purchased from the lessor in accordance with the terms hereof shall not be less than four hundred pounds during each calendar year embraced by this lease, excepting that a reduction of thirty-three pounds from the amount thus guaranteed for each machine shall be allowed at the end of the year for each calendar month during which the factory of the lessee has remained wholly idle.

Six. The lessor may attach to the said machinery an indicator or indicators to register the number of revolutions or movements of any part or parts thereof, and the lessee shall not allow any person (other than the lessor or its agents) to disturb or interfere with such indicator or indicators. The lessee shall keep full and accurate accounts, independently of any indicators that may be placed upon

said machinery, showing the number of boots and shoes or parts thereof in the manufacture of which the said machinery or any part thereof shall be used, and shall allow the lessor at all times by its agents or attorneys to examine and to take copies of such accounts and entries of the lessee as may serve to indicate the total number of boots and shoes made by the aid of said machinery or any part thereof, and the lessee shall produce all such papers and books upon request.

Seven. This lease and license shall continue, unless sooner terminated by the lessor because of breach thereof on the part of the lessee, or otherwise as herein provided, for seventeen years from the date hereof. But if any breach or default shall be made in the observance of any one or more of the conditions or agreements herein contained or contained in any other lease or license agreement subsisting between the lessor and the lessee whether as the result of assignment to the lessor or otherwise and expressed to be obligatory upon the lessee, the lessor shall have the right by notice in writing to the lessee to terminate forthwith this lease and license and also if the lessor so elects any other lease or license agreements then in force between the lessor and the lessee whether as the result of assignment to the lessor or otherwise, and this notwithstanding that previous breaches or defaults may have been unnoticed, waived or condoned by or on behalf of the lessor. If, upon the expiration of the full term of this lease, the lessor does not request the return of the said machinery, then the said machinery shall continue to be held and used under and in accordance with the conditions of this lease and license, which shall thereupon be extended indefinitely as to term; but thereafter either the lessee or the lessor, upon sixty days' notice in writing to the other, may terminate this lease and license, whereupon the said machinery shall be delivered forthwith to the lessor, as herein provided. Upon the expiration or termination of this lease and license or any extension thereof by notice or by reason of any default on the part of the lessee as to the terms of this lease or any other lease with the lessor, or otherwise as herein provided, the lessee shall forthwith deliver the said machinery to the lessor at its office or factory in good order and condition,

reasonable wear and tear alone excepted; and the lessee for himself, his heirs, executors and administrators, hereby grants to the lessor, its successors and assigns, full right, power and authority to enter upon the premises and into any factory, room, or any place where the said machinery, or any part thereof, may be, and take possession thereof, and take away the same, and the lessee in addition and without prejudice to any other rights and remedies of the lessor hereunder, shall thereupon pay to the lessor such sum as may be necessary to put the said machinery in suitable order and condition to lease to another lessee.

Eight. A notice in writing, signed by the president, a vice-president or the treasurer of the lessor or by the assignee of the lessor's rights hereunder and posted by pre-paid letter, addressed to the lessee or delivered at his usual or last known place of abode or business, that the lease and license hereby granted is determined or shall be determined at the expiration of a certain period, shall be a sufficient determination of the lease and license from the time of posting or delivering such notice, or from the expiration of the period therein mentioned, as the case may be. Any termination of this lease and license shall not release the lessee from his obligation to pay rent for the period prior to such termination, and shall be without prejudice to any other rights or remedies which the lessor may have for violation of contract, use of machines without right, or use of patents without license.

Nine. The lessee admits the validity for the full term expressed in the grant thereof (and every extension and renewal thereof) of each and every of the letters patent of the United States of America, owned by the lessor or under which it is licensed, any of the inventions of which are or hereafter may be embodied in the said machinery or embodied in the operation thereof. The lessee also agrees that he will not directly or indirectly infringe or contest the validity for the full term expressed in the grant thereof or of any extension or renewal thereof, of any of the Letters Patent referred to in the Schedule of Patents hereto annexed or the title of the lessor thereto. The expiration of this agreement or any extension thereof or the termination or cesser of the lease and license hereby granted

shall not in any way affect the provisions of this clause, or release or discharge the lessee from the admissions and estoppels herein set forth.

Ten. None of the terms or conditions of this lease and license shall be held to have been waived by any act or knowledge of the lessor, its agents or employees, but only by an instrument in writing, signed by the president, a vice-president or the treasurer of the lessor.

Eleven. The term "lessor" shall include the said United Shoe Machinery Company and its successors and assigns. All the conditions and agreements binding on the lessee shall be binding on and enforceable against his legal representatives. In the construction of this instrument, words relating to the number and gender of the parties shall be read according to their real number and gender.

In witness whereof, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

☞ If lessee is a corporation, add seal.

SCHEDULE OF PATENTS.

(Referred to in Article Nine.)

Nos. 520,437, May 25, 1894; 521,369, June 12, 1894; 525,066, Aug. 28, 1894; 538,322, April 30, 1895; 541,201, June 18, 1895; De. 24,483, July 16, 1895; 545,487, Sept. 3, 1895; De. 24,757, Oct. 15, 1895; De. 24,758, Oct. 15, 1895; De. 24,759, Oct. 15, 1895; De. 24,760, Oct. 15, 1895; De. 24,761, Oct. 15, 1895; De. 24,762, Oct. 15, 1895; De. 23,763, Oct. 15, 1895; De. 24,764, Oct. 15, 1895; De. 24,765, Oct. 15, 1895; 548,343, Oct. 22, 1895; 551,118, Dec. 10, 1896; 552,903, Jan. 14, 1896; 554,200, Feb. 4, 1896; 554,931, Feb. 18, 1896; 555,314, Feb. 25, 1896; De. 25,211, March 3, 1896; 560,968, May 26, 1896; 561,206, June 2, 1896; 562,597, June 23, 1896; 562,703, June 23, 1896; 563,478, July 7, 1896; 565,073, Aug. 4, 1896; 565,074, Aug. 4, 1896; 568,248, Sept. 22, 1896; 570,633, Nov. 3, 1896; 571,227, Nov. 10, 1896; 575,296, Jan. 12, 1897; 577,235, Feb. 16, 1897; 578,696, March 9,

1897; 579,390, March 23, 1897; 581,459, April 27, 1897; 582,579, May 11, 1897; 582,580, May 11, 1897; 584,735, June 15, 1897; 584,775, June 22, 1897; 586,153, July 13, 1897; 586,154, July 13, 1897; 587,144, July 27, 1897; 591,658, Oct. 12, 1897; 601,-255, March 29, 1898; 602,184, April 12, 1898; 602,390, April 12, 1898; 603,394, May 3, 1898; 606,045, June 21, 1898; 607,924, July 26, 1898; 609,874, Aug. 30, 1898; 610,320, Sept. 6, 1898; 610,475, Sept. 6, 1898; 611,405, Sept. 27, 1898; 611,990, Oct. 4, 1898; 611,991, Oct. 4, 1898; 612,487, Oct. 18, 1898; 612,799, Oct. 18, 1898; 614,460, Nov. 22, 1898; 615,481, Dec. 6, 1898; 618,027, Jan. 17, 1899; De. 30,112, Jan. 31, 1899; 639,694, Dec. 19, 1899; 641,099, Jan. 9, 1900; 654,762, July 31, 1900; 655,-223, Aug. 7, 1900; 669,023, Feb. 26, 1901; 669,024, Feb. 26, 1901; 669,025, Feb. 26, 1901; 660,026, Feb. 26, 1901; 685,991, July 5, 1901; 687,686, Nov. 26, 1901; 687,687, Nov. 26, 1901; 691,354, Jan. 21, 1902; Re. 11,962, Jan. 21, 1902; 693,686, Feb. 18, 1902; 705,512, July 22, 1902; 711,248, Oct. 14, 1902; 712,-866, Nov. 4, 1902; 714,572, Nov. 25, 1902; 721,016, Feb. 17, 1903; 722,659, March 17, 1903; 724,432, April 7, 1903; 736,825, Aug. 18, 1903; 741,522, Oct. 13, 1903; 762,802, June 14, 1904; 765,392, July 19, 1904; 765,650, July 19, 1904; 767,520, Aug. 16, 1904; 767,521, Aug. 16, 1904; 768,560, Aug. 23, 1904; 768,-811, Aug. 30, 1904; 768,812, Aug. 30, 1904; 776,832, Dec. 6, 1904; 784,249, March 7, 1905; 786,190, March 28, 1905; 853,742, May 14, 1907; 864,951, Sept. 3, 1907; 865,329, Sept. 3, 1907; 886,313, April 28, 1908; 889,383, June 2, 1908; 889,752, June 2, 1908; 890,447, June 9, 1908; Re. 12,820, June 23, 1908; Re. 12,821, June 30, 1908; 891,907, June 30, 1908; 896,293, Aug. 18, 1908; 898,435, Sept. 15, 1908; 898,573, Sept. 15, 1908; 899,093, Sept. 22, 1908; 908,437, Jan. 5, 1909; 910,147, Jan. 19, 1909; 919,424, April 27, 1909; 920,241, May 4, 1909; 922,-447, May 25, 1909; 924,965, June 15, 1909; 930,047, Aug. 3, 1909; 931,042, Aug. 17, 1909; 931,107, Aug. 17, 1909; 932,-535, Aug. 31, 1909; 938,118, Oct. 26, 1909; 945,064, Jan. 4, 1910; 959,666, May 31, 1910; 959,984, May 31, 1910; 960,278, June 7, 1910; 963,708, July 5, 1910; 970,702, Sept. 20, 1910;

970,908, Sept. 20, 1910; 973,604, Oct. 25, 1910; 973,605, Oct. 25, 1910; 976,269, Nov. 22, 1910; 976,837, Nov. 29, 1910; 978,-297, Dec. 13, 1910; 983,665, Feb. 7, 1911; 988,365, April 4, 1911; 944,334, June 6, 1911; 994,354, June 6, 1911; 995,022, June 13, 1911; 995,050, June 13, 1911; 996,043, June 27, 1911; 996,065, June 27, 1911; 997,238, July 4, 1911; 999,203, Aug. 1, 1911; 1,000,490, Aug. 15, 1911; 1,090,573, Aug. 15, 1911; 1,-000,573, Aug. 15, 1911; 1,000,998, Aug. 22, 1911; 1,001,815, Aug. 29, 1911; 1,002,864, Sept. 12, 1911; 1,004,240, Sept. 26, 1911; 1,004,772, Oct. 3, 1911; 1,005,920, Oct. 17, 1911; 1,005,-921, Oct. 17, 1911; 1,006,533, Oct. 24, 1911; 1,011,941, Dec. 19, 1911; 1,012,811, Dec. 26, 1911.

[On back:]

Metallic Department.

Lease No.

Date,

19

Lessee.

Machines.

PLAINTIFF'S EXHIBIT 35.

[Put in Evidence, page 381.]

Metallic Department.

900.

Lease and License Number

This Lease and Agreement made at Boston, in the State of Massachusetts, this day of 19 , between the United Shoe Machinery Company, a corporation organized under the laws of the State of New Jersey, having an office in said Boston, hereinafter referred to as the lessor, of the one part, and of hereinafter referred to as the lessee, of the other part :

Witnesseth, that the lessor, in consideration of the covenants and agreements on the part of the lessee herein contained, does hereby lease to and license the lessee under any letters patent belonging to the lessor or under which the lessor has the right to grant such license affecting any inventions which are or hereafter shall be embodied therein or employed in the operation thereof, to use the machine or machines now or hereafter delivered to the lessee and designated by number in the following schedule, viz :—

SCHEDULE OF MACHINES.
Rapid Standard Screw Machine Co.
Knife Grinder, No.

and any parts, extras, duplicates, mechanisms, tools and devices relating thereto, or used in connection therewith, now attached to or delivered with the said designated machine or machines, or which may at any time hereafter be obtained from the lessor, or be added thereto with the consent of the lessor (the whole of which machine or machines, parts, extras, duplicates, mechanisms, tools and devices held by the lessee under these presents, whether now or hereafter delivered to or in the possession of the lessee, is hereinafter referred to as "the said machinery"), subject to the conditions hereinafter contained.

And the following are agreed to as conditions of the lease and license of the said machinery, all of which the lessee covenants and agrees to keep and perform:—

One. The said machinery shall be used only by the lessee himself, or by operatives in his direct employ, and only in the factory now occupied by him at in the State of . The said machinery shall not be transferred or delivered or sublet to another, and neither the lease nor the license hereby granted can be assigned by the lessee by his own act or by operation of law. If the lessee becomes insolvent or bankrupt, or has a receiving order made against him, or makes or executes any bill of sale, deed of trust or assignment for the benefit of his creditors, or if a sale or lease or removal of said machinery, or any part thereof, without the consent in writing of the lessor, be made or attempted, or if any distress or execution or attachment be levied thereon, then and in each such case this lease and license and any other lease or license then existing between the lessor and the lessee shall at the option of the lessor cease and determine, and the possession and full right to and control of all the said machinery, and any machinery held by the lessee under any other lease or license from the lessor, shall thereupon revert in the lessor free from all claims or demands whatsoever. The said machinery shall at all times remain and be

the sole and exclusive property of the lessor, and the lessee shall have no right of property therein, but only the right to use the same, upon the conditions herein contained.

Two. The lessor and its agents and employees shall at all times have access to the said machinery for the purpose of inspecting it or watching its use and operation, or of altering, repairing, improving, or adding to it, or determining the nature or extent of its use, and the lessee shall afford all reasonable facilities therefor.

Three. The lessee shall at all times and at his own expense keep the said machinery in good and efficient working order and condition, and shall obtain from the lessor exclusively and shall pay therefor at the regular prices from time to time established by the lessor, all the duplicate parts, extras, devices, and mechanisms of every kind needed or used in operating, repairing, or renewing the said machinery, and the lessee shall not otherwise make or allow to be made any addition, subtraction or alteration to, from, or in the said machinery, without the consent in writing of the lessor, nor interfere with the proper operation of the same. The lessee shall not permit anyone to injure or deface or remove any plate, or dates, numbers, or other inscriptions now or hereafter impressed on or affixed to the said machinery by the lessor. The lessee shall use the said machinery to its full capacity so far as the number and kind of boots and shoes made in his factory will permit, except that the lessee agrees that said machinery shall not be used in the manufacture of any boots or shoes which are lasted on machines or by the aid of lasting or tacking mechanisms other than those leased from the lessor or any welted boots or shoes which are not welted and stitched on welt sewing and sole stitching machines leased from the lessor, or turn shoes the soles of which are not attached by turn sewing machines leased from the lessor. In case the lessee has more work of the kind which can be performed by any of the machines belonging to the Metallic Department of the lessor than the capacity of the Metallic machinery which he has under lease from the lessor will permit, then the lessee shall either take from the lessor, under a like lease and agreement, sufficient additional machinery to perform the work, or in case the lessee does not thus lease additional

Metallic machinery from the lessor, then the lessor may, if it so elects, cancel forthwith this lease and any other lease of Metallic machinery then in force between the lessor and the lessee, whether as the result of assignment or otherwise. The lessee shall at his own expense insure against loss by fire and keep insured to the full value thereof the said machinery, and in case of loss shall pay forthwith to the lessor a sum equal to the full amount of the loss occasioned to the lessor.

Four. The lessee shall pay all taxes and assessments which shall be assessed in respect to the said machinery or other machinery of the lessor held by the lessee under lease or license upon whomsoever assessed. All taxes or assessments in respect to leases, licenses or agreements covering machinery, or the rights to payments thereunder, shall be construed, for the purposes of this article, to be assessed in respect to the machinery itself. In case at any time any unapportioned tax or assessment shall be assessed to the lessor in respect in part but not wholly to machinery of the lessor in the possession of the lessee the lessee shall pay to the lessor such proportionate part of the total amount of said unapportioned tax or assessment as the fair valuation, to be determined by the lessor, of said machinery of the lessor in the possession of the lessee bears to the fair valuation, to be determined by the lessor, of all machinery (excepting machinery, if any, in the lessor's own possession) in respect to which the unapportioned tax or assessment has been assessed: provided, however, that if such unapportioned tax or assessment includes any tax or assessment in respect to tangible property in the lessor's own possession the amount thereof, based, at the established rate, upon the fair valuation, to be determined by the lessor, of such property, shall first be deducted and the lessee shall pay his proportionate part as aforesaid of the balance only of said unapportioned tax or assessment after such deduction has been made.

Five. The lessee agrees, as rent or royalty for the said machinery, to purchase of the lessor at the prices established by the lessor all the fastening material used by him in or in connection with the said machinery, paying therefor in cash on delivery. The lessee

hereby guarantees that for each machine hereby leased the amount of fastening material used by him and purchased from the lessor in accordance with the terms hereof shall not be less than four hundred pounds during each calendar year embraced by this lease, excepting that a reduction of thirty-three pounds from the amount thus guaranteed for each machine shall be allowed at the end of the year for each calendar month during which the factory of the lessee has remained wholly idle.

Six. The lessor may attach to the said machinery an indicator or indicators to register the number of revolutions or movements of any part or parts thereof, and the lessee shall not allow any person (other than the lessor or its agents) to disturb or interfere with such indicator or indicators. The lessee shall keep full and accurate accounts, independently of any indicators that may be placed upon said machinery, showing the number of boots and shoes or parts thereof in the manufacture of which the said machinery or any part thereof shall be used, and shall allow the lessor at all times by its agents or attorneys to examine and to take copies of such accounts and entries of the lessee as may serve to indicate the total number of boots and shoes made by the aid of said machinery or any part thereof, and the lessee shall produce all such papers and books upon request.

Seven. This lease and license shall continue, unless sooner terminated by the lessor because of breach thereof on the part of the lessee, or otherwise as herein provided, for seventeen years from the date hereof. But if any breach or default shall be made in the observance of any one or more of the conditions or agreements herein contained or contained in any other lease or license agreement subsisting between the lessor and the lessee whether as the result of assignment to the lessor or otherwise and expressed to be obligatory upon the lessee, the lessor shall have the right by notice in writing to the lessee to terminate forthwith this lease and license and also if the lessor so elects any other lease or license agreements then in force between the lessor and the lessee whether as the result of assignment to the lessor or otherwise, and this notwithstanding that previous breaches or defaults may have been

unnoticed, waived, or condoned by or on behalf of the lessor. If, upon the expiration of the full term of this lease, the lessor does not request the return of the said machinery, then the said machinery shall continue to be held and used under and in accordance with the conditions of this lease and license, which shall thereupon be extended indefinitely as to term; but thereafter either the lessee or the lessor, upon sixty days' notice in writing to the other, may terminate this lease and license, whereupon the said machinery shall be delivered forthwith to the lessor, as herein provided. Upon the expiration or termination of this lease and license or any extension thereof by notice or by reason of any default on the part of the lessee as to the terms of this lease or any other lease with the lessor, or otherwise as herein provided, the lessee shall forthwith deliver the said machinery to the lessor at its office or factory in good order and condition, reasonable wear and tear alone excepted; and the lessee for himself, his heirs, executors and administrators, hereby grants to the lessor, its successors and assigns, full right, power and authority to enter upon the premises and into any factory, room, or any place where the said machinery, or any part thereof, may be, and take possession thereof, and take away the same, and the lessee in addition and without prejudice to any other rights and remedies of the lessor hereunder, shall thereupon pay to the lessor such sum as may be necessary to put the said machinery in suitable order and condition to lease to another lessee.

Eight. A notice in writing, signed by the president, a vice-president or the treasurer of the lessor or by the assignee of the lessor's rights hereunder and posted by prepaid letter, addressed to the lessee or delivered at his usual or last known place of abode or business, that the lease and license hereby granted is determined or shall be determined at the expiration of a certain period, shall be a sufficient determination of the lease and license from the time of posting or delivering such notice, or from the expiration of the period therein mentioned, as the case may be. Any termination of this lease and license shall not release the lessee from his obligation to pay rent for the period prior to such termination, and shall be without prejudice to any other rights or remedies which the


lessor may have for violation of contract, use of machines without right, or use of patents without license.

Nine. The lessee admits the validity for the full term expressed in the grant thereof (and every extension and renewal thereof) of each and every of the letters patent of the United States of America owned by the lessor or under which it is licensed, any of the inventions of which are or hereafter may be embodied in the said machinery or embodied in the operation thereof. The lessee also agrees that he will not directly or indirectly infringe or contest the validity for the full term expressed in the grant thereof or of any extension or renewal thereof, of any of the Letters Patent referred to in the Schedule of Patents hereto annexed or the title of the lessor thereto. The expiration of this agreement or any extension thereof or the termination or cesser of the lease and license hereby granted shall not in way affect the provisions of this clause, or release or discharge the lessee from the admissions and estoppels herein set forth.

Ten. None of the terms or conditions of this lease and license shall be held to have been waived by any act or knowledge of the lessor, its agents or employees, but only by an instrument in writing, signed by the president, a vice-president or the treasurer of the lessor.

Eleven. The term "lessor" shall include the said United Shoe Machinery Company and its successors and assigns. All the conditions and agreements binding on the lessee shall be binding on and enforceable against his legal representatives. In the construction of this instrument, words relating to the number and gender of the parties shall be read according to their real number and gender.

In witness whereof, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

 If lessee is a corporation, add seal.

SCHEDULE OF PATENTS.
(Referred to in Article Nine.)

Nos. 520,437, May 29, 1894; 521,369, June 12, 1894; 525,066, Aug. 28, 1894; 538,322, April 30, 1895; 541,201, June 18, 1895; De. 24,483, July 16, 1895; 545,487, Sept. 3, 1895; De. 24,757, Oct. 15, 1895; De. 24,758, Oct. 15, 1895; De. 24,759, Oct. 15, 1895; De. 24,760, Oct. 15, 1895; De. 24,761, Oct. 15, 1895; De. 24,762, Oct. 15, 1895; De. 24,763, Oct. 15, 1895; De. 24,764, Oct. 15, 1895; De. 24,765, Oct. 15, 1895; 548,343, Oct. 22, 1895; 551,118, Dec. 10, 1895; 552,903, Jan. 14, 1896; 554,200, Feb. 4, 1896; 554,931, Feb. 18, 1896; 555,314, Feb. 25, 1896; De. 25,-211, March 3, 1896; 560,968, May 26, 1896; 561,206, June 2, 1896; 562,597, June 23, 1896; 562,703, June 23, 1896; 563,478, July 7, 1896; 565,073, Aug. 4, 1896; 565,074, Aug. 4, 1896; 568,248, Sept. 22, 1896; 570,633, Nov. 3, 1896; 571,227, Nov. 10, 1896; 575,296, Jan. 12, 1897; 577,235, Feb. 16, 1897; 578,-696, March 9, 1897; 579,390, March 23, 1897; 581,459, April 27, 1897; 582,579, May 11, 1897; 582,580, May 11, 1897; 584,735, June 15, 1897; 584,775, June 22, 1897; 586,153, July 13, 1897; 586,154, July 13, 1897; 587,144, July 27, 1897; 591,658, Oct. 12, 1897; 601,255, March 29, 1898; 602,184, April 12, 1898; 602,390, April 12, 1898; 603,394, May 3, 1898; 606,045, June 21, 1898; 607,924, July 26, 1898; 609,874, Aug. 30, 1898; 610,-320, Sept. 6, 1898; 610,475, Sept. 6, 1898; 611,405, Sept. 27, 1898; 611,990, Oct. 4, 1898; 611,991, Oct. 4, 1898; 612,487, Oct. 18, 1898; 612,799, Oct. 18, 1898; 614,460, Nov. 22, 1898; 615,481, Dec. 6, 1898; 618,027, Jan. 17, 1899; De. 30,112, Jan. 31, 1899; 639,694, Dec. 19, 1899; 641,099, Jan. 9, 1900; 654,-762, July 31, 1900; 655,223, Aug. 7, 1900; 669,023, Feb. 26, 1901; 669,024, Feb. 26, 1901; 669,025, Feb. 26, 1901; 669,026, Feb. 26, 1901; 685,991, July 5, 1901; 687,686, Nov. 26, 1901; 687,687, Nov. 26, 1901; 691,354, Jan. 21, 1902; Re. 11,962, Jan. 21, 1902; 693,686, Feb. 18, 1902; 705,512, July 22, 1902; 711,-248, Oct. 14, 1902; 712,866, Nov. 4, 1902; 714,572, Nov. 25, 1902; 721,016, Feb. 17, 1903; 722,659, March 17, 1903; 724,-

432, April 7, 1903; 736,825, Aug. 18, 1903; 741,522, Oct. 13, 1903; 762,802, June 14, 1904; 765,392, July 19, 1904; 765,650, July 19, 1904; 767,520, Aug. 16, 1904; 767,521, Aug. 16, 1904; 768,560, Aug. 23, 1904; 768,811, Aug. 30, 1904; 768,812, Aug. 30, 1904; 776,832, Dec. 6, 1904; 784,249, March 7, 1905; 786,-190, March 28, 1905; 853,742, May 14, 1907; 864,951, Sept. 3, 1907; 865,329, Sept. 3, 1907; 886,313, April 28, 1908; 889,383, June 2, 1908; 889,752, June 2, 1908; 890,447, June 9, 1908; Re. 12,820, June 23, 1908; Re. 12,821, June 30, 1908; 891,907, June 30, 1908; 896,293, Aug. 18, 1908; 898,435, Sept. 15, 1908; 898,573, Sept. 15, 1908; 899,093, Sept. 22, 1908; 908,437, Jan. 5, 1909; 910,147, Jan. 19, 1909; 919,424, April 27, 1909; 920,-241, May 4, 1909; 922,447, May 25, 1909; 924,965, June 15, 1909; 930,047, Aug. 3, 1909; 931,042, Aug. 17, 1909; 931,107, Aug. 17, 1909; 932,535, Aug. 31, 1909; 938,118, Oct. 26, 1909; 945,-064, Jan. 4, 1910; 959,666, May 31, 1910; 959,984, May 31, 1910; 960,278, June 7, 1910; 963,708, July 5, 1910; 970,702, Sept. 20, 1910; 970,908, Sept. 20, 1910; 973,604, Oct. 25, 1910; 973,605, Oct. 25, 1910; 976,269, Nov. 22, 1910; 976,837, Nov. 29, 1910; 978,297, Dec. 13, 1910; 983,665, Feb. 7, 1911.

[On back:]

Metallic Department.

Rapid Standard Screw Machine.

Lease No.

Lessee.

Date,

19

Machines.

PLAINTIFF'S EXHIBIT 36.

[Put in Evidence, page 385.]

Lasting Machine Department.

[Form 302.]

Lease and License Number

Pulling Over Machine.

This Lease and Agreement made at Boston in the State of Massachusetts this day of 19 , between the United Shoe Machinery Company, a corporation organized under the laws of the State of New Jersey, having an office in said Boston, hereinafter

referred to as the lessor, of the one part, and of in the State of , hereinafter referred to as the lessee, of the other part :

Witnesseth, that the lessor in consideration of the covenants and agreements on the part of the lessee herein contained, does hereby lease to and license the lessee under its patents to use Pulling Over Machine No. , now or hereafter delivered to the lessee, and any duplicate parts, extras, mechanisms and devices relating thereto, or used in connection therewith, now attached to or delivered with the said designated machine, or which may at any time hereafter be obtained from the lessor, or be added thereto with the consent of the lessor (which machine, together with all duplicate parts, extras, mechanisms and devices, held by the lessee under these presents, whether now or hereafter delivered to or in the possession of the lessee, is hereinafter referred to as the "leased machinery"), subject to the conditions hereinafter contained.

And that the following are agreed to as conditions of the lease and license of the leased machinery, all of which the lessee covenants and agrees to keep and perform:—

One. The leased machinery shall at all times remain and be the sole and exclusive property of the lessor, and the lessee shall have no right of property therein, but only the right to use the same, upon the conditions herein contained. The leased machinery shall be used only by the lessee himself or by operatives in his direct employ, and only in the factory now occupied by him at in the State of . The leased machinery shall not be transferred or delivered or sublet to any other person or corporation, and neither the lease nor the license hereby granted can be assigned by the lessee by his own act or by operation of law. If the lessee becomes insolvent or bankrupt, or has a receiving order made against him, or makes or executes any bill of sale, deed of trust or assignment for the benefit of his creditors, or if a sale or lease or removal of the leased machinery, or any part thereof, without the consent in writing of the lessor, be made or attempted, or if any distress or execution or attachment be levied thereon, then and in each such case this lease and license and any other lease or license then

existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, shall at the option of the lessor cease and determine, and the possession of and full right to and control of all the leased machinery, and any machinery held by the lessee under any other lease or license from the lessor, whether as the result of assignment to the lessor or otherwise, shall thereupon revert in the lessor free from all claims or demands whatsoever. The lessor and its agents and employees shall at all times be given access to the leased machinery for the purpose of inspecting it or watching its use and operation, or of altering, repairing, improving or adding to it, or determining the nature or extent of its use, and the lessee shall afford all reasonable facilities therefor.

Two. The lessee shall at all times and at his own expense keep the leased machinery in good and efficient working order and condition, and shall not permit anyone to injure or deface or remove any plate, or dates, numbers, or other inscriptions now or hereafter impressed on or affixed to the leased machinery by the lessor. The lessee shall obtain from the lessor exclusively, and shall pay therefor at the regular prices from time to time established by the lessor, all the duplicate parts, extras, mechanisms and devices, of every kind needed or used in operating, repairing, or renewing the leased machinery, and the same shall form part of the leased machinery, and the lessee shall not otherwise make or allow to be made any addition, subtraction or alteration to, from, or in the leased machinery without the consent in writing of the lessor, nor interfere with the proper operation of the same.

Three. The lessee shall at his own expense insure the leased machinery against loss by fire, and keep the same insured to the amount of Three Hundred (300) Dollars, and in case the same is lost or destroyed by fire or otherwise before the expiration or termination of this lease, then the lessee shall pay to the lessor upon demand the sum of Three Hundred (300) Dollars as partial compensation for such loss or destruction. The lessee shall pay all taxes and assessments which shall be levied in respect to the leased machinery or in respect to this lease and license or the right to payments hereunder upon whomsoever assessed.

Four. The lessee shall use the leased machinery to its full capacity on all boots, shoes, and other footwear made in his factory in the manufacture of which it can be used, but the leased machinery shall not, nor shall any part thereof, be used in the manufacture of any boots, shoes or other footwear which are or are to be welted, or the soles of which are to be stitched or attached to their uppers by welting or stitching or sewing machines not leased to the lessee by the lessor or its assignors, or in the manufacture of any boots, shoes or other footwear which have been, or shall be lasted otherwise than by machines and devices held by the lessee under lease from the lessor or in the manufacture of any boots, shoes or other footwear which have been or shall be pegged, slugged, heel seat nailed, or otherwise partly made by the aid of any pegging or "metallic" machinery not leased to the lessee by the lessor or its assignors, or in the manufacture of any boots, shoes or other footwear, the heels of which are to be compressed or prepared in whole or in part or shall be attached by any "heeling" machinery not leased to the lessee by the lessor or its assignors. In case at any time the lessee has more work of the kind which can be performed by the leased machinery than the leased machinery and other like machinery held by him under lease from the lessor is sufficient to perform, the lessee shall take from the lessor under the regular lease and license then in use by the lessor for such machines sufficient additional machinery to perform all of such work.

Five. The lessee shall pay to the lessor on the last day of each calendar month as rent or royalty the sum of one half of one cent for each pair of boots, shoes or other footwear or portions thereof, manufactured or prepared during the next preceding calendar month in any way, whether wholly or in part, by the aid of the leased machinery or any part thereof; **provided, however, that in all cases when the lessee shall pay to the lessor on or before the fifteenth day of the calendar month the rent or royalty due for the use of the leased machinery for the next preceding calendar month, the lessor will in consideration of such prompt payment grant a discount of fifty per cent. from such rent or royalty due**

for such preceding calendar month. The lessee guarantees that the rent or royalty herein provided (less all abatements) shall amount in each calendar year to at least fifteen (15) dollars for each calendar month and at the end of each calendar year the lessee shall pay to the lessor the amount, if any, by which the rent or royalty paid for said year is less than such guaranteed rent or royalty: provided, however, that if in any calendar year the factory of the lessee remains wholly idle for any entire calendar month, then the amount of rent or royalty guaranteed for that year shall be reduced by one twelfth for each such month that the factory thus remains wholly idle.

Six. The lessor may attach to the leased machinery, or any thereof, an indicator or indicators to register the number of revolutions or movements of any part or parts thereof, and the lessee shall not allow any person (other than the lessor or its agents) to disturb or interfere with such indicator or indicators. In case any indicator thus attached shall from any cause cease to correctly indicate or register, or shall be disturbed or out of repair, or if the glass covering any such indicator shall be removed or broken or injured, then and as often as the same shall happen the lessee shall immediately by writing notify the lessor and at the same time explain the circumstances under which the same has happened. In case any such indicator ceases to indicate, or becomes or remains inaccurate, or the glass covering becomes or remains removed, broken, or injured, because of any fault of the lessee or any one in his employ, or because of the failure of the lessee to give promptly the notice hereinbefore provided for, then, without prejudice to any other rights of the lessor hereunder, the lessee shall pay the lessor as rent or royalty, without the right to any discount, one half of one cent per pair for each pair of boots, shoes, or other footwear, or portions thereof, in the manufacture of which the leased machinery or any part thereof shall have been used. The lessee shall keep full and accurate accounts, independently of any indicators that may be placed upon the leased machinery, showing the number of boots, shoes, and other footwear, or portions thereof, in the manufacture of which the leased machinery or any part thereof shall

have been used, and shall allow the lessor at all times, by its agents or attorneys, to examine and to take copies of such accounts and entries of the lessee as may serve to determine the total number of boots, shoes, or other footwear or portions thereof made by the aid of the leased machinery or any part thereof, and the lessee shall produce all such accounts and entries upon request. The lessee shall require each of his operators upon the leased machinery or any part thereof to keep upon blanks or blank books to be furnished by the lessor accurate daily records of the number of boots, shoes, and other footwear, or portions thereof, in the making of which he has used the leased machinery or any part thereof, and shall require his operators to sign such records, and if requested so to do by the lessor, shall verify the same under oath. The lessee shall send to the office of the lessor in Boston on or before the fifth day of each calendar month, the original records for the next preceding calendar month kept by his operators as above provided for; and in case, in any calendar month, none of the leased machinery has been used, the lessee shall notify the lessor in writing of that fact, on or before the fifth day of the next succeeding calendar month. The lessee shall also furnish any further information which may be called for in relation to the leased machinery or the use thereof.

And that the following agreements, stipulations and provisions are agreed to:—

Seven. This lease and license shall continue, unless sooner terminated by the lessor because of breach thereof on the part of the lessee, or otherwise as herein provided, for seventeen years from the date hereof. But if any breach or default shall be made in the observance of any one or more of the conditions herein contained or contained in any other lease or license agreement subsisting between the lessor and the lessee whether as the result of assignment to the lessor or otherwise and expressed to be obligatory upon the lessee, the lessor shall have the right by notice in writing to the lessee to terminate forthwith this lease and license, and also if the lessor so elects any other lease or license agreements then in force between the lessor and the lessee, whether as the

result of assignment to the lessor or otherwise, and this notwithstanding that previous breaches or defaults may have been unnoticed, waived, or condoned by or on behalf of the lessor. If, upon the expiration of the full term of this lease, the lessor does not request the return of the leased machinery, then the leased machinery shall continue to be held and used under and in accordance with the conditions of this lease and license, which shall thereupon be extended indefinitely as to term; but thereafter either the lessee or the lessor, upon sixty days' notice in writing to the other, may terminate this lease and license, whereupon the leased machinery shall be delivered forthwith to the lessor, as herein provided. Upon the expiration of this lease and license or any extension thereof or its termination by notice or by reason of any default on the part of the lessee as to the terms of this lease and license or any other lease or license from the lessor, or otherwise as herein provided, the lessee shall forthwith deliver the leased machinery to the lessor at its office or factory in good order, reasonable wear and tear alone excepted, and shall thereupon pay to the lessor the sum of Two Hundred Dollars (\$200) as compensation for setting up the leased machinery in his factory, for instructing operators and for deterioration of the leased machinery; and the lessee for himself, his heirs, executors, and administrators, hereby grants to the lessor, its successors, and assigns, full right, power and authority to enter upon the premises and into any factory, room, or any place where the leased machinery, or any part thereof, may be, and take possession thereof, and take away the same.

Eight. A notice in writing, signed by the president, a vice-president, or the treasurer of the lessor or by any assignee of the lessor's rights hereunder and posted by prepaid letter, addressed to the lessee or delivered at his usual or last known place of abode or business, that the lease and license hereby granted is determined or shall be determined at the expiration of a certain period, shall be a sufficient determination of the lease and license from the time of posting or delivering such notice, or from the expiration of the period therein mentioned, as the case may be. Any termination

of this lease and license shall not release the lessee from his obligation to pay rent or royalty for the period prior to such termination and shall be without prejudice to any other rights or remedies which the lessor may have for violation of contract, use of machines without right or use of patented inventions without license.

Nine. The lessee admits the validity of each and every of the Letters Patent of the United States of America, owned by the lessor or under which it is licensed, any of the inventions of which are or hereafter may be embodied in the leased machinery. The lessee also agrees that he will not directly or indirectly infringe or contest the validity of or the title of the lessor to any of the patents referred to in the "Schedule of Patents" hereto annexed. The termination or cessor of this lease and license from any cause whatever shall not in any way affect the provisions of this clause, or release or discharge the lessee from the admission and estoppel herein set forth.

Ten. None of the terms or conditions of this lease and license shall be held to have been waived by any act or knowledge of the lessor, its agents or employees, but only by an instrument in writing, signed by the president, a vice-president, or the treasurer of the lessor.

Eleven. The term "lessor" shall include the said United Shoe Machinery Company and its successors and assigns. All the conditions and agreements binding on the lessee shall be binding on and enforceable against his legal representatives. In the construction of this instrument, words relating to the number and gender of the parties shall be read according to their real number and gender.

In witness whereof, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

 If lessee is a corporation, add corporate seal.

SCHEDULE OF PATENTS.

(Referred to in Article Nine herein.)

No. 663,777, December 11, 1900.

[On back:]

United Shoe Machinery Company.

Lasting Machine Department.

Pulling Over Machine.

Lease No.	Lessee.
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Date, 19 .

Machine No.

PLAINTIFF'S EXHIBIT 37.

[Put in Evidence, page 387.]

Pulling Over System. [Form J. P. A. 105.]

License and Lease Number _____

Pulling Over System.

This Lease and Agreement made at Boston, in the State of Massachusetts, this day of 19 , between the United Shoe Machinery Company, a corporation organized under the laws of the State of New Jersey, having an office in said Boston, hereinafter referred to as the lessor, of the one part, and of in the State of , hereinafter referred to as the lessee, of the other part :

Witnesseth, that the lessor, in consideration of the covenants and agreements on the part of the lessee herein contained, does hereby lease to and license the lessee under its patents to use, subject to the conditions, stipulations and provisions hereinafter contained, the machine or machines designated by number or numbers in the following schedule, viz. :—

SCHEDULE OF MACHINES.

Class A.

Class A.	I.
Rex Pulling Over Machine, No.	\$300.

Class B.

Rex Pounding Machine, No. . . . 125.

Rex Toe Gumming Machine, No. 75.

Rex Toe Trimming Machine, No. 50.

Rex Assembling Spindle, No. 10.

Rex Strip Tacker, No. 10.

Rex Tacker Support, No. 5.

and any duplicate parts, extras, mechanisms and devices relating thereto, or used in connection therewith, now attached to or delivered with the said designated machine or machines, or which may at any time hereafter be obtained from the lessor, or be added thereto by or with the consent of the lessor.

The term the "principal machinery hereby leased" wherever used herein shall be construed to include the whole of the machine or machines hereby leased included in Class A in the foregoing schedule, together with all duplicate parts, extras, mechanisms and devices relating thereto held by the lessee under these presents, whether now or hereafter delivered to or in the possession of the lessee.

The term the "auxiliary machinery hereby leased" wherever used herein shall be construed to include the whole of the machine or machines hereby leased included in Class B in the foregoing schedule, together with all duplicate parts, extras, mechanisms and devices relating thereto held by the lessee under these presents, whether now or hereafter delivered to or in the possession of the lessee.

The term the "leased machinery" wherever used herein shall be construed to include both the "principal machinery hereby leased" and the "auxiliary machinery hereby leased."

And that the following are agreed to as conditions of the lease and license of the leased machinery, all of which the lessee covenants and agrees to keep and perform:—

One. The leased machinery shall at all times remain and be the sole and exclusive property of the lessor, and the lessee shall have no right of property therein but only the right to use the same, upon the conditions herein contained. The leased machinery shall be used only by the lessee himself or by operatives in his direct employ, and only in the factory now occupied by him at in the State of unless the lessor shall by an instrument in writing signed by its president, vice-president or treasurer authorize the lessee to remove the leased machinery and to use the same elsewhere. The leased machinery shall not be transferred or delivered or sublet to any other person or corporation, and neither the lease

nor the license hereby granted can be assigned by the lessee by his own act or by operation of law. If the lessee becomes insolvent or bankrupt, or has a receiving order made against him, or makes or executes any bill of sale, deed of trust or assignment for the benefit of his creditors, or if a sale, mortgage, lease or unauthorized removal of the leased machinery, or any part thereof, be made or attempted, or if any distress or execution or attachment be levied thereon, then and in each such case any or all leases of and licenses to use machinery then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, shall at the option of the lessor cease and determine, and the possession of and full right to and control of all machinery of the lessor the lease or license of which is so terminated shall thereupon revert in the lessor free from all claims and demands whatsoever. The lessor and its agents and employees shall at all times be given access to the leased machinery for the purpose of inspecting it or watching its use and operation, or of altering, repairing, improving, or adding to it, or determining the nature or extent of its use, and the lessee shall afford all reasonable facilities therefor.

Two. The lessee shall at all times and at his own expense keep the leased machinery in good and efficient working order and condition, and shall not permit any one to injure or deface or remove any plate, or dates, numbers, or other inscriptions now or hereafter impressed on or affixed to the leased machinery by the lessor. The lessee shall obtain from the lessor exclusively, and shall pay therefor at the regular prices from time to time established by the lessor, all the duplicate parts, extras, mechanisms and devices of every kind needed or used in operating, repairing, or renewing the leased machinery, and the same shall form part of the leased machinery, and the lessee shall not otherwise make or allow to be made any addition, subtraction or alteration to, from, or in the leased machinery, nor interfere with the proper operation of the same.

Three. The leased machinery shall at all times until the expiration or termination of this lease and license and the redelivery of the leased machinery into the possession of the lessor, as herein-

after provided, be held at the sole risk of the lessee from injury, loss or destruction, and in case any machine or machines hereby leased shall be lost or destroyed by fire or otherwise before such expiration or termination and redelivery, the lessee as partial reimbursement to the lessor for such loss or destruction, shall pay to the lessor in respect to each machine so lost or destroyed the sum set opposite the name of such machine in the column numbered "I" in the schedule of machines hereinbefore contained, and shall forthwith return whatever remains of the machinery so lost or destroyed to the lessor, at Beverly, Mass.

Four. The lessee shall pay all taxes and assessments which shall be assessed in respect to the leased machinery or other machinery of the lessor held by the lessee under lease and license, upon whomsoever assessed. All taxes or assessment in respect to leases, licenses or agreements covering machinery, or the rights to payments thereunder, shall be construed for the purposes of this Article, to be assessed in respect to the machinery itself. In case at any time any unapportioned tax or assessment shall be assessed to the lessor in respect in part, but not wholly, to machinery of the lessor in the possession of the lessee, the lessee shall pay to the lessor such proportionate part of the total amount of said unapportioned tax or assessment as the fair valuation to be determined by the lessor, of said machinery of the lessor in the possession of the lessee bears to the fair valuation to be determined by the lessor, of all machinery (excepting machinery, if any, in the lessor's own possession) in respect to which the unapportioned tax or assessment has been assessed; provided, however, that if such unapportioned tax or assessment includes any tax or assessment in respect to tangible property in the lessor's own possession the amount thereof, based, at the established rate, upon the fair valuation, to be determined by the lessor, of such property, shall first be deducted and the lessee shall pay his proportionate part as aforesaid of the balance only of said unapportioned tax or assessment after such deduction has been made.

Five. The lessee shall use the principal machinery hereby leased to its full capacity upon all boots, shoes and other footwear or por-

tions thereof made by him in the manufacture of which it is capable of being used and in case at any time the lessee has more work of the kind which the principal machinery hereby leased is capable of performing than such machinery held by him under lease from the lessor is sufficient to perform the lessee shall take from the lessor under the printed form of lease and license agreement then in use by the lessor or machinery for doing such work sufficient additional machinery to perform all of such work. The auxiliary machinery hereby leased shall be used only in the manufacture of boots, shoes or other footwear which have been or shall be pulled over by Pulling Over Machines held by the lessee under lease from the lessor.

Six. The leased machinery shall not nor shall any thereof be used in the manufacture of any welted boots, shoes or other footwear, which have been or shall be welted in whole or in part or the soles of which have been or shall be in whole or in part stitched or attached by the aid of any welting or sewing or stitching machinery not held by the lessee under lease from the lessor; or in the manufacture of any turned boots, shoes or other footwear the soles of which have been or shall be in whole or in part attached by the aid of any sewing or attaching machinery not held by the lessee under lease from the lessor; or in the manufacture of any boots, shoes or other footwear which have or shall be lasted otherwise than by Consolidated Hand Method Lasting Machines held by the lessee under lease from the lessor; or which have been or shall be pegged, slugged, heel seat nailed or otherwise partly made by the aid of any pegging or metallic machinery not held by the lessee under lease from the lessor, or the heels of which have been or shall be compressed or prepared by the lessee in whole or in part or shall be attached by the aid of any heeling machinery not held by the lessee under lease from the lessor.

Seven. The lessee shall pay to the lessor the sum of one (1) cent in respect to each pair of boots, shoes or other footwear or portions thereof made by or for him during the continuance of this lease and license of the kind upon which it is provided in Article Five hereof the principal machinery hereby leased shall be used. Pay-

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ment as herein provided shall be made on the last day of each calendar month in respect to all such boots, shoes or other footwear or portions thereof made by or for the lessee during the next preceding calendar month: **provided, however, that in all cases when the lessee shall pay to the lessor on or before the fifteenth day of the calendar month the amount due in accordance with this Article hereof for the next preceding calendar month, the lessor will in consideration of such prompt payment grant a discount of fifty per cent. from the amount so due for such preceding calendar month.** All payments in this agreement provided for are independent of and in addition to all payments provided for in any other leases or licenses or agreements between the lessor and the lessee, excepting, however, that in case at the date of these presents the lessee has under other Pulling Over System lease and license agreements from the lessor one or more "Rex Pulling Over" Machines, in addition to the "Rex Pulling Over" Machine or Machines hereby leased then payment under and in accordance with this Article hereof in respect to any pair of boots, shoes, or other footwear, shall relieve the lessee from his obligation to make like payment in respect to that pair of boots, shoes or other footwear under the Article of such other Pulling Over System lease and license agreement or agreements corresponding to this Article hereof. The lessee, however, guarantees that the payments made by him in accordance with the terms of this Article hereof or of like terms contained in other Pulling Over System lease and license agreements between the lessor and the lessee, based upon the number of boots, shoes or other footwear of the kind referred to in Article Five hereof made by or for him shall amount in each calendar year (after deducting all abatements), to at least Twenty (20) Dollars for each calendar month for each "Rex Pulling Over" Machine held by the lessee under lease from the lessor, and at the end of each calendar year the lessee shall pay to the lessor the amount, if any, by which the total of such payments for said year have been less than such guaranteed amount: **provided, however, that if in any calendar year the factory of the lessee remains wholly idle for any entire calendar month, then the amount guaranteed for that**

year hereunder shall be reduced by one-twelfth for each such month that the factory thus remains wholly idle, but such reduction shall not be made in respect to more than ten (10) months out of any twelve (12) consecutive calendar months.

Eight. The lessor may attach to the leased machinery, or any thereof, an indicator or indicators to register the number of revolutions or movements of any part or parts thereof, and the lessee shall not allow any person (other than the lessor or its agent) to disturb or interfere with such indicator or indicators. In case any indicator thus attached shall from any cause cease to correctly indicate or register, or shall be disturbed or out of repair, or if the glass covering any such indicator shall be removed or broken or injured, then, and as often as the same shall happen, the lessee shall immediately, by writing, notify the lessor and at the same time explain the circumstances under which the same has happened. In case any such indicator ceases to indicate, or becomes or remains inaccurate, or the glass covering becomes or remains removed, broken or injured because of any fault of the lessee or any one in his employ, or because of the failure of the lessee to give promptly the notice hereinbefore provided for, then, without prejudice to any other rights of the lessor, the lessee shall pay the lessor (without the right to any discount) the sum of two cents per pair for each pair of boots, shoes or other footwear, or portions thereof, in the manufacture of which the leased machinery or any part thereof shall have been used. The lessee shall keep full and accurate accounts, independently of any indicators that may be placed upon the leased machinery, showing the number of boots, shoes and other footwear, or portions thereof, made by or for him of the kind upon which the principal machinery hereby leased is capable of being used, and shall allow the lessor at all times, by its agents or attorneys, to examine and to take copies of such accounts and entries of the lessee as may serve to determine the total number of such boots, shoes or other footwear, or portions thereof, and the lessee shall produce all such accounts and entries upon request. The lessee shall require each of his operators upon the principal machinery hereby leased (and also if so requested by the lessor

upon the auxiliary machinery hereby leased), or any part thereof, to keep upon blanks or blank books to be furnished by the lessor accurate daily records of the number of boots, shoes and other footwear, or portions thereof, in the manufacture of which he has used said machinery, or any part thereof, and shall require his operators to sign such records, and, if requested so to do by the lessor, shall verify the same under oath. The lessee shall send to the office of the lessor in Boston, on or before the fifth day of each calendar month, the original records for the next preceding calendar month kept by his operators as above provided for; and in case, in any calendar month, any one or more of the machines hereby leased has been entirely idle the lessee, on or before the fifth day of the next succeeding calendar month, shall send to the office of the lessor in Boston the blank for such machine or machines for said month marked "not in use" and signed by the lessee. The lessee shall also furnish any further information which may be called for in relation to the leased machinery or the use thereof.

And that the following stipulations and provisions are agreed to:—

Nine. If at any time the lessee shall fail or cease to use exclusively pulling over machinery held by him under lease from the lessor for pulling over all boots, shoes or other footwear made by or for him, which are pulled over by the aid of machinery, or which are of the kind upon which the principal machinery hereby leased is capable of being used, the lessor, although it may have waived or ignored prior instances of such failure or cessation, may at its option terminate forthwith by notice in writing any or all leases or licenses of machinery, then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and the possession of and full right to and control of all machinery the lease or license of which is so terminated, shall thereupon revert in the lessor free from all claims and demands whatsoever.

Ten. This lease and license shall continue, unless sooner terminated by the lessor as herein provided, for seventeen years from the

date hereof. But if any breach or default shall be made in the observance of any one or more of the conditions, stipulations or provisions herein contained or contained in any other lease or license agreement subsisting between the lessor and the lessee whether as the result of assignment to the lessor or otherwise and expressed to be obligatory upon the lessee, the lessor shall have the right by notice in writing to the lessee to terminate forthwith any or all leases of or licenses to use machinery then in force between the lessor and the lessee whether as the result of assignment to the lessor or otherwise, and this notwithstanding that previous breaches or defaults may have been unnoticed, waived or condoned by or on behalf of the lessor. If, upon the expiration of the full term of this lease and license, the lessor does not request the return of the leased machinery, then the leased machinery shall continue to be held and used under and in accordance with the conditions, stipulations and provisions of this lease and license, which shall thereupon be extended indefinitely as to term; but thereafter either the lessee or the lessor, upon sixty days' notice in writing to the other, may terminate this lease and license, whereupon the leased machinery shall be delivered forthwith to the lessor, as herein provided. Upon the expiration or termination of this lease and license or any extension thereof the lessee shall forthwith deliver the leased machinery to the lessor at Beverly, Massachusetts, in good order, reasonable wear and tear alone excepted; and shall thereupon pay to the lessor without prejudice to any other rights or remedies of the lessor such sum as may be necessary to put the leased machinery in suitable order and condition to lease to another lessee, including the cost of all parts replaced at the regular prices established by the lessor therefor. The lessee for himself, his heirs, executors and administrators, successors and assigns, hereby grants to the lessor, its successors and assigns, full right, power and authority without prejudice to any other rights or remedies of the lessor to enter upon the premises and into any factory, room, or any place where the leased machinery, or any part thereof, may be, and take possession thereof, and take away the same.

Eleven. Upon the expiration or termination of this lease and

license or any extension thereof the lessee, in addition to all other payments in this agreement provided for and without prejudice to any other rights or remedies of the lessor, shall pay to the lessor in respect to each "Rex Pulling Over" machine hereby leased the sum of two hundred dollars (\$200.00) as partial reimbursement to the lessor for deterioration of the leased machinery, expenses in connection with the installation thereof and instruction of operators.

Twelve. In case the lessee, at any time, shall have in his factory more machines adapted for doing the same work as any auxiliary machine or machines hereby leased, than in the opinion of the lessor are sufficient for performing the work which the lessee has in his factory, based upon the capacity of such machines and the number and kind of boots, shoes and other footwear made by the lessee for any period of twelve (12) consecutive months next preceding, the lessor may, at its option, upon thirty (30) days' notice in writing to the lessee, terminate the lease and license herein contained in respect to such of the said auxiliary machines hereby leased as in the opinion of the lessor are unnecessary. The termination under the provisions of this Article of the lease of or license to use any one or more of the machines hereby leased shall not affect the lease or license herein contained in respect to any other machine or machines.

Thirteen. In case at any time any of the leased machinery shall not, in the opinion of the lessor, be in good and efficient working order and condition, the lessor without prejudice to any other of its rights or remedies may give written notice to the lessee to put such machinery in good and efficient working order and condition and to replace all broken or missing parts; and in case the lessee does not within fifteen (15) days from the date of such notice comply with the requirements thereof, as herein set forth, the lessor may cause such machinery to be put in such good and efficient working order and condition, and may supply such broken or missing parts, and the lessee shall forthwith pay to the lessor the expense of making such repairs and the cost at the regular prices established by the lessor therefor of all parts so supplied.

Fourteen. A notice in writing, signed by the president, a vice-

president, the treasurer or the assistant treasurer of the lessor or by any assignee of the lessor's rights hereunder, and posted by prepaid letter, addressed to the lessee or delivered at his usual or last known place of abode or business, that the lease and license hereby granted is terminated or shall be terminated at the expiration of a certain period, shall be a sufficient termination of the lease and license from the time of posting or delivering such notice, or from the expiration of the period therein mentioned, as the case may be. Any termination of this lease and license shall be without prejudice to any rights or remedies which the lessor may have for violation of contract, use of machines without right, use of patented inventions without license or otherwise.

Fifteen. The lessee admits the validity for the full term expressed in the grant thereof (and every extension and renewal thereof) of each and every of the Letters Patent of the United States of America, owned by the lessor or under which it is licensed, any of the inventions of which are or hereafter may be embodied in the leased machinery. The lessee also agrees that he will not directly or indirectly infringe or contest the validity for the full term expressed in the grant thereof or of any extension or renewal thereof, of any of the Letters Patent referred to in the "Schedule of Patents" hereto annexed or any of the inventions of which are now or shall hereafter be embodied in the leased machinery or the title of the lessor thereto. The termination or cesser of this lease and license or any extension thereof shall not in any way affect the provisions of this Article, or release or discharge the lessee from the admissions and estoppel herein set forth.

Sixteen. None of the conditions, stipulations or provisions, of this lease and license shall be held to have been waived by any act or knowledge of the lessor, its agents or employees, but only by an instrument in writing, signed by the president, a vice-president, or the treasurer of the lessor.

Seventeen. The term "lessor" shall include the said United Shoe Machinery Company and its successors and assigns. All the conditions, stipulations and provisions binding on the lessee shall be binding on and enforceable against his legal representatives. In

the construction of this instrument, words relating to the number and gender of the parties shall be read according to their real number and gender.


In witness whereof, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

UNITED SHOE MACHINERY COMPANY

by

(Lessee will please sign here.)

by

 If lessee is a corporation, add corporate seal.

SCHEDULE OF PATENTS.

(Referred to in Article Fifteen herein.)

483,375	September 27, 1892	663,777	December 11, 1900
569,590	October 13, 1896	731,168	June 16, 1903

[On back:]

United Shoe Machinery Company.
Pulling Over System.

Lease No. _____, Lessee.

Date, 19 _____

Machines.

Rex Pulling Over Machine, No. _____

PLAINTIFF'S EXHIBIT 38.

[Put in Evidence, page 387.]

Pulling Over System.

[Form A. E. E. 1095.]

Lease and License Number _____

Pulling Over System.

This Agreement made at Boston, in the State of Massachusetts, this _____ day of 19 _____, between the United Shoe Machinery Company, a corporation organized under the laws of the State of New Jersey, having an office in said Boston, hereinafter referred to as the lessor, of the one part, and _____ of _____ in the State of _____, hereinafter referred to as the lessee, of the other part:

Witnesseth, that the lessor, in consideration of the covenants

and agreements on the part of the lessee herein contained, does hereby lease to and license the lessee under any letters patent belonging to the lessor or under which the lessor has the right to grant such license affecting any inventions which are now or hereafter shall be embodied therein or employed in the operation thereof, to use the machine or machines designated by number or numbers in the following schedule, viz:—

SCHEDULE OF MACHINES.

	I.	II.	III.	IV.	V.
Rex Pulling Over Machine, No.	—	\$10.	\$300.	\$200.	\$5.
Rex Toe Gumming Machine, No.	$\frac{1}{4}$ c.	4.	75.	50.	2.
Rex Assembling Machine, No.	$\frac{1}{4}$ c.	4.	100.	65.	2.
Rex Pounding Machine, No.	$\frac{1}{4}$ c.	4.	125.	85.	2.
Rex Toe Trimming Machine, No.	$\frac{1}{4}$ c.	4.	50.	35.	2.
Rex Rotary Pounding and Trimming Machine, No.	$\frac{1}{4}$ c.	4.	150.	100.	2.
Rex Upper Trimming Machine, No.	$\frac{1}{4}$ c.	4.	50.	35.	2.
Rex Upper Trimmer Grinding Ma- chine, No.	—	—	25.	15.	—
Rex Rotary Knife Grinding Ma- chine, No.	—	—	25.	15.	—

and any duplicate parts, extras, mechanisms and devices relating thereto, or used in connection therewith, now attached to or delivered with the said designated machine or machines or which may at any time hereafter be obtained from the lessor, or be added thereto by or with the consent of the lessor (the whole of which machine or machines, duplicate parts, extras, mechanisms and devices held by the lessee under these presents, whether now or hereafter delivered to or in the possession of the lessee, is hereinafter referred to as the "leased machinery"), subject to the conditions hereinafter contained.

And that the following are agreed to as conditions of this agreement, all of which the lessee covenants and agrees to keep and perform:—

One. The leased machinery shall at all times remain and be the

sole and exclusive property of the lessor, and the lessee shall have no right of property therein, but only the right to use the same, upon the conditions herein contained. The leased machinery shall be used only by the lessee himself or by operatives in his direct employ, and only in the factory now occupied by him at _____ in the State of _____ unless the lessor shall by an instrument in writing signed by its president, vice-president or treasurer authorize the lessee to remove the leased machinery and to use the same elsewhere. The leased machinery shall not be transferred or delivered or sublet to any other person or corporation, and neither this agreement nor the lease nor the license hereby granted can be assigned by the lessee by his own act or by operation of law. If the lessee becomes insolvent or bankrupt, or has a receiving order made against him, or makes or executes any bill of sale, deed of trust or assignment for the benefit of his creditors, or if a sale, mortgage, lease or unauthorized removal of the leased machinery, or any part thereof, be made or attempted, or if any distress or execution or attachment be levied thereon, then and in each such case any or all leases of and licenses to use machinery then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, shall at the option of the lessor cease and terminate, and the possession of and full right to and control of all machinery the lease or license of which is so terminated shall thereupon revert in the lessor free from all claims and demands whatsoever. The lessor and its agents and employees shall at all times be given access to the leased machinery for the purpose of inspecting it or watching its use and operation, or of altering, repairing, improving, or adding to it, or determining the nature or extent of its use, and the lessee shall afford all reasonable facilities therefor.

Two. The lessee shall at all times and at his own expense keep the leased machinery in good and efficient working order and condition, and shall not permit any one to injure or deface or remove any plate, or dates, numbers, or other inscriptions now or hereafter impressed on or affixed to the leased machinery by the lessor. The lessee shall obtain from the lessor exclusively, and shall pay therefor at the regular prices from time to time established by the lessor,

all the duplicate parts, extras, mechanisms and devices, of every kind needed or used in operating, repairing or renewing the leased machinery, and the same shall form part of the leased machinery, and the lessee shall not otherwise make or allow to be made any addition, subtraction or alteration to, from, or in the leased machinery, nor interfere with the proper operation of the same.

Three. The leased machinery shall at all times, until the expiration or termination of this lease and license and the redelivery of the leased machinery into the possession to the lessor, as hereinafter provided, be held at the sole risk of the lessee from injury, loss, or destruction, and in case any machine or machines hereby leased shall be destroyed by fire or otherwise before such expiration or termination and redelivery, the lessee as partial reimbursement to the lessor for such loss or destruction, shall pay to the lessor in respect to each machine so destroyed the sum set opposite the name of such machine in the column numbered "III." in the schedule of machines hereinbefore contained, and shall forthwith return whatever remains of the machinery so destroyed to the lessor, at Beverly, Massachusetts.

Four. The lessee shall pay all taxes and assessments which shall be assessed in respect to the leased machinery or other machinery of the lessor held by the lessee under lease or license upon whomsoever assessed. All taxes or assessments in respect to leases, licenses or agreements covering machinery, or the rights to payments thereunder, shall be construed, for the purposes of this article, to be assessed in respect to the machinery itself. In case at any time any unapportioned tax or assessment shall be assessed to the lessor in respect in part but not wholly to machinery of the lessor in the possession of the lessee, the lessee shall pay to the lessor such proportionate part of the total amount of said unapportioned tax or assessment as the fair valuation, to be determined by the lessor, of said machinery of the lessor in the possession of the lessee bears to the fair valuation, to be determined by the lessor, of all machinery (excepting machinery, if any, in the lessor's own possession) in respect to which the unapportioned tax or assessment has been assessed; provided, however, that if such unapportioned tax

or assessment includes any tax or assessment in respect to tangible property in the lessor's own possession the amount thereof, based, at the established rate, upon the fair valuation, to be determined by the lessor, of such property, shall first be deducted and the lessee shall pay his proportionate part as aforesaid of the balance only of said unapportioned tax or assessment after such deduction has been made.

Five. The machinery hereby leased or held by the lessee under other lease or license agreement from the lessor shall be used only in the manufacture or preparation of boots, shoes or other footwear made by or for the lessee and shall be used for no other purpose than for performing the work for which it is designed and leased. The machinery of the Pulling Over System of the lessor hereby leased or held by the lessee under other lease or license agreement from the lessor shall not nor shall any thereof be used in the manufacture of any welted boots, shoes or other footwear which have been or shall be welted in whole or in part or the soles of which have been or shall be in whole or in part stitched or attached by the aid of any welting or sewing or stitching machinery not held by the lessee under lease from the lessor; or in the manufacture of any turned boots, shoes or other footwear the soles of which have been or shall be in whole or in part attached by the aid of any sewing or attaching machinery not held by the lessee under lease from the lessor; or in the manufacture of any boots, shoes or other footwear which have been or shall be lasted in any way whether in whole or in part otherwise than by lasting machines held by the lessee under lease from the lessor; or which have been or shall be pegged, slugged, heel seat nailed or otherwise partly made by the aid of any pegging or metallic machinery not held by the lessee under lease from the lessor, or the heels of which have been or shall be compressed or prepared by the lessee in whole or in part or shall be attached by the aid of any heeling machinery not held by the lessee under lease from the lessor; or in the manufacture of any boots, shoes or other footwear upon which any operation for which any of the machines of the lessor mentioned by name in the foregoing schedule of machines are designed, has been or is to be

performed by machinery not held by the lessee under lease from the lessor. Subject to the foregoing limitations, the lessee shall use all Rex Pulling Over Machines held by him under lease from the lessor to their full capacity upon all boots, shoes or other footwear or portions thereof made by or for the lessee in the manufacture or preparation of which such machines are capable of being used, and shall use all other machinery of the Pulling Over System of the lessor held by him under lease from the lessor to its full capacity upon all work in the manufacture or preparation of boots, shoes and other footwear, or portions thereof, which is done by or for the lessee by the aid of machinery and which is of a kind which such machinery is designed to perform.

Six. The lessee throughout the full term of this agreement shall pay to the lessor the sum of one-half of one cent in respect to each pair of boots, shoes or other footwear or portions thereof made by or for him which are pulled over in any way, whether wholly or in part, by the aid of machinery. The lessee shall also, during the continuance of the lease hereby granted or any lease heretofore granted to the lessee covering any one or more machines of the lessor of a kind or kinds mentioned by name in the foregoing schedule of machines, pay to the lessor in respect to each pair of boots, shoes or other footwear or portions thereof in the manufacture or preparation of which any such machine or machines are used, the amount in respect to each machine so used set opposite the name of such machine in Column I. of said schedule. Payments as herein provided shall be made on the last day of each calendar month in respect to all such boots, shoes or other footwear or portions thereof operated upon during the next preceding calendar month; provided, however, that in case the lessee shall use lasting and tacking machinery, mechanisms and appliances held by him under lease from the lessor for doing all work in the manufacture of all boots, shoes and other footwear, or portions thereof, made by or for him which is done by the aid of lasting or tacking machinery, mechanisms or appliances, then the total amount to be paid by the lessee to the lessor for any calendar month under the foregoing provisions of this article shall not exceed a maximum amount computed at the rate of three-quarters of one

cent for each pair of all boots, shoes or other footwear, or portions thereof, lasted by or for the lessee, during said month; and provided, also, that in all cases when the lessee shall pay to the lessor on or before the fifteenth day of the calendar month the amount due in accordance with this Article hereof for the next preceding calendar month, the lessor will, in consideration of such prompt payment, grant a discount of fifty per cent. from the amount so due for such preceding calendar month. All payments in this agreement provided for are independent of and in addition to all payments provided for in any other leases or licenses or agreements between the lessor and the lessee, excepting, however, that in case at the date of these presents the lessee has under other Pulling Over System lease and license agreements from the lessor one or more machines of a kind or kinds mentioned by name in the foregoing Schedule of Machines, then payment under and in accordance with this Article hereof in respect to any pair of boots, shoes or other footwear shall relieve the lessee from his obligation to make like payment in respect to that pair of boots, shoes or other footwear under the Article of such other Pulling Over System lease and license agreement or agreements corresponding to this Article hereof. The lessee, however, guarantees that the payments made by him in accordance with this Article hereof in respect to each machine of a kind or kinds mentioned by name in the foregoing Schedule of Machines held by the lessee under this agreement or under any other lease or license agreement or agreements from the lessor shall amount, in each calendar year (after deducting all abatements), to at least the amount for each calendar month for each machine set opposite the name of such machine in Column II. of said schedule, and at the end of each calendar year the lessee shall pay to the lessor the amount, if any, by which the payments for said year have been less than such guaranteed amount: provided, however, that if in any calendar year the factory of the lessee remains wholly idle for any entire calendar month, then the amount guaranteed for that year hereunder shall be reduced by one-twelfth for each such month that the factory thus remains wholly idle, but such reduction shall not be made in respect to more than

ten (10) months out of any twelve (12) consecutive calendar months.

Seven. The lessor may attach to the leased machinery, or any thereof, an indicator or indicators to register the number of revolutions or movements of any part or parts thereof, and the lessee shall not allow any person (other than the lessor or its agents) to disturb or interfere with such indicator or indicators. In case any indicator thus attached shall from any cause cease to correctly indicate or register, or shall be disturbed or out of repair, or if the glass covering any such indicator shall be removed or broken or injured, then and as often as the same shall happen the lessee shall immediately by writing notify the lessor and at the same time explain the circumstances under which the same has happened. In case any such indicator ceases to indicate, or becomes or remains inaccurate, or the glass covering becomes or remains removed, broken, or injured, because of any fault of the lessee or any one in his employ, or because of the failure of the lessee to give promptly the notice hereinbefore provided for, then, without prejudice to any other rights of the lessor, the lessee shall pay the lessor (without the right to any discount) the sum of two cents per pair for each pair of boots, shoes or other footwear or portions thereof in the manufacture of which the leased machinery or any part thereof shall have been used. The lessee shall keep full and accurate accounts, independently of any indicators that may be placed upon the leased machinery, showing the number of boots, shoes and other footwear, or portions thereof, made by or for him which are pulled over either wholly or in part by the aid of machinery and the number of boots, shoes, or other footwear which are operated upon in any way by any machinery of the lessor of a kind or kinds mentioned by name in the foregoing Schedule of Machines, and shall allow the lessor at all times, by its agents or attorneys, to examine and to take copies of such accounts and entries of the lessee as may serve to determine the total number of such boots, shoes or other footwear, or portions thereof, and the lessee shall produce all such accounts and entries upon request. The lessee shall require each of his operators upon any machines

of a kind or kinds mentioned by name in said Schedule, to keep upon blanks or blank books to be furnished by the lessor accurate daily records of the number of boots, shoes and other footwear, or portions thereof, in the manufacture of which he has used the leased machinery, or any part thereof, and shall require his operators to sign such records, and, if requested so to do by the lessor, shall verify the same under oath. The lessee shall send to the office of the lessor in Boston, on or before the fifth day of each calendar month, the original records for the next preceding calendar month kept by his operators as above provided for, and in case, in any calendar month, any one or more of such machines has been entirely idle, the lessee, on or before the fifth day of the next succeeding calendar month, shall send to the office of the lessor in Boston the blank for such machine or machines for said month marked "not in use" and signed by the lessee. The lessee shall also furnish any further information which may be called for in relation to the leased machinery or the use thereof.

And that the following stipulations and provisions are agreed to:—

Eight: If at any time the lessee shall fail or cease to use exclusively machinery held by him under lease from the lessor for performing all work in the manufacture or preparation of all boots, shoes, or other footwear made by or for him which is performed by the aid of machinery and which is of a kind or kinds which any or all of the machines of the lessor mentioned by name in the foregoing Schedule of Machines are designed to perform, the lessor, although it may have waived or ignored prior instances of such failure or cessation, may at its option terminate forthwith by notice in writing any or all leases or licenses of machinery of the Pulling Over System of the lessor then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise; and the possession of and full right to and control of all machinery the lease or license of which is so terminated shall thereupon revert in the lessor free from all claims and demands whatsoever.

Nine. The term of this agreement shall be seventeen years from

the date hereof. The lease of the leased machinery and license to use the same hereby granted shall continue, unless sooner terminated by the lessor as in this agreement provided, for the full term of this agreement; but, if any breach or default shall be made in the observance of any one or more of the conditions in this agreement contained or contained in any other lease or license agreement between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise and expressed to be obligatory upon the lessee, the lessor shall have the right by notice in writing to the lessee to terminate forthwith any or all leases or licenses to use machinery then in force between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and this notwithstanding that previous breaches or defaults may have been unnoticed, waived, or condoned by or on behalf of the lessor. If, upon the expiration of the full term of this agreement, the lessor does not request the return of the leased machinery, then the leased machinery shall continue to be held and used under and in accordance with the conditions, stipulations and provisions in this agreement contained and this agreement and the lease and license herein contained shall thereupon be extended indefinitely as to term; but thereafter either the lessee or the lessor, upon sixty days' notice in writing to the other, may terminate this agreement and the lease and license herein contained, whereupon the leased machinery shall be delivered forthwith to the lessor, as hereinafter provided. Upon the expiration or termination of this agreement or any extension thereof or of the lease and license herein contained, the lessee shall forthwith deliver the leased machinery to the lessor at Beverly, Massachusetts, in good order, reasonable wear and tear alone excepted, and shall thereupon pay to the lessor without prejudice to any other rights or remedies of the lessor such sum as may be necessary to put the leased machinery in suitable order and condition to lease to another lessee, including the cost of all parts replaced at the regular prices established by the lessor therefor. The lessee for himself, his heirs, executors, and administrators, successors and assigns hereby grants to the lessor, its successors and assigns, full right,

power and authority upon such expiration or termination and without prejudice to any other rights or remedies of the lessor to enter upon the premises and into any factory, room, or any place where the leased machinery, or any part thereof, may be, and take possession thereof, and take away the same.

Ten. Upon the expiration or termination of this agreement or any extension thereof or of the lease and license hereby granted the lessee, in addition to all other payments in this agreement provided for and without prejudice to any other rights or remedies of the lessor, shall pay to the lessor as partial reimbursement to the lessor for deterioration of the leased machinery, expenses in connection with the installation thereof and instruction of operators, in respect to each machine hereby leased the sum set opposite the name of such machine in the column numbered IV. in the Schedule of Machines hereinbefore contained.

Eleven. In case at any time the lessee shall have in his possession more machines of any kind or kinds of the Pulling Over System of the lessor than in the opinion of the lessor are necessary for the lessee's work and the lessor shall give the lessee notice in writing thereof designating the machine or machines which in its opinion are unnecessary for the lessee's work, the lessee shall at his own option either return to the lessor at Beverly, Massachusetts, within the period of thirty (30) days from the delivery of said notice the machine or machines therein designated, whereupon the lease of and license to use the machine or machines so returned shall be terminated, or pay to the lessor on the fifteenth day of each succeeding calendar month after the expiration of said period of thirty days in respect to each machine designated in said notice and retained by the lessee and in addition to all other payments and guaranties in this agreement provided for the sum set opposite the name of such machine in Column V. in the foregoing Schedule of Machines; provided, however, that in case the lease of or license to use any machine or machines shall be terminated by the return thereof under the provisions of this Article hereof and without any breach or default in respect to any of the conditions, stipulations or provisions of this agreement or of any other lease or license or

agreement between the lessee and the lessor, the lessee shall pay to the lessor such sum as may be necessary to put the machine or machines so returned in suitable order and condition to lease to another lessee, but shall not be required, in respect to any machine so returned, to make the payment provided for in Article Ten hereof or in the article of any other Pulling Over System lease and license agreement between the lessee and the lessor corresponding to Article Ten hereof. The provisions of this Article hereof are independent of and in addition to all other rights or remedies of the lessor whatsoever, and termination of the lease of or license to use any one or more machines under the provisions of this Article hereof shall not affect the lease of or license to use any other machine or the obligations of the lessee in respect thereto.

Twelve. In case at any time any of the leased machinery shall not, in the opinion of the lessor, be in good and efficient working order and condition, the lessor without prejudice to any other of its rights or remedies may give written notice to the lessee to put such machinery in good and efficient working order and condition and to replace all broken or missing parts; and in case the lessee does not within fifteen (15) days from the date of such notice comply with the requirements thereof, as herein set forth, the lessor may cause such machinery to be put in such good and efficient working order and condition, and may supply such broken or missing parts, and the lessee shall forthwith pay to the lessor the expense of making such repairs and the cost at the regular prices established by the lessor therefor of all parts so supplied.

Thirteen. A notice in writing, signed by the president, a vice-president, the treasurer or the assistant treasurer of the lessor or by any assignee of the lessor's rights hereunder, and posted by prepaid letter, addressed to the lessee or delivered at his usual or last known place of abode or business, that the lease and license hereby granted is terminated or shall be terminated at the expiration of a certain period, shall be a sufficient termination of the lease and license from the time of posting or delivering such notice, or from the expiration of the period therein mentioned, as the case may be. Any termination of such lease and license shall be with-

out prejudice to any rights or remedies which the lessor may have for violation of contract, use of machines without right, use of patented inventions without license or otherwise.

Fourteen. The lessee admits the validity for the full term expressed in the grant thereof (and every extension and renewal thereof) of each and every of the Letters Patent of the United States of America, owned by the lessor or under which it is licensed, any of the inventions of which are or hereafter may be embodied in the leased machinery. The lessee also agrees that he will not directly or indirectly infringe or contest the validity for the full term expressed in the grant thereof or of any extension or renewal thereof of any of the Letters Patent referred to in the "Schedule of Patents" hereto annexed or any of the inventions of which are now or shall hereafter be embodied in the leased machinery or the title of the lessor thereto. The termination or ceaser of the agreement or of the lease and license hereby granted or any extension thereof shall not in any way affect the provisions of this Article, or release or discharge the lessee from the admissions and estoppels herein set forth.


Fifteen. None of the conditions, stipulations or provisions of this agreement shall be held to have been waived by any act or knowledge of the lessor, its agents or employees, but only by an instrument in writing, signed by the president, a vice-president, or the treasurer of the lessor.

Sixteen. The term "lessor" shall include the said United Shoe Machinery Company and its successors and assigns. All the conditions, stipulations and provisions binding on the lessee shall be binding on and enforceable against his legal representatives. In the construction of this instrument, words relating to the number and gender of the parties shall be read according to their real number and gender.

In witness whereof, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

by

by

 If lessee is a corporation, add corporate seal.

SCHEDULE OF PATENTS.

(Referred to in Article Fourteen herein.)

483,375	September 27, 1892	855,831	June 4, 1907
569,590	October 13, 1896	872,617	December 3, 1907
663,777	December 11, 1900	891,130	June 16, 1908
666,282	January 22, 1901	891,131	June 16, 1908
701,052	May 27, 1902	Re. 12,825	July 7, 1908
731,168	June 16, 1903	893,440	July 14, 1908
764,569	July 12, 1904	893,696	July 21, 1908
791,986	June 6, 1905		

[On back:]

United Shoe Machinery Company.
Pulling Over System.

E.

Lease No.		Lessee.
Date,	19 .	
Machines.		

PLAINTIFF'S EXHIBIT 39.

[Put in Evidence, page 388.]

Pulling Over System.

(1502.)

Lease and License Number .

Pulling Over System.

This Lease and Agreement made at Boston, in the State of Massachusetts, this day of 19 , between the United Shoe Machinery Company, a corporation organized under the laws of the State of New Jersey, having an office in said Boston, hereinafter referred to as the lessor, of the one part, and of in the State of , hereinafter referred to as the lessee, of the other part:

Witnesseth, that the lessor, in consideration of the covenants and agreements on the part of the lessee herein contained, does hereby lease to and license the lessee under any letters patents belonging to the lessor or under which the lessor has the right to grant such license affecting any inventions which are now or hereafter shall be embodied therein or employed in the operation thereof, to use, subject to the conditions, stipulations and provis-

ions hereinafter contained, the machine or machines designated by number or numbers in the following schedule, viz. : —

SCHEDULE OF MACHINES.

Class A.

Rex Pulling Over Machine, No.

Class B.

Rex Pounding Machine, No.

Rex Assembling Machine, No.

Rex Toe Gumming Machine, No.

Rex Toe Trimming Machine, No.

Rex Upper Trimming Machine, No.

Rex Upper Trimmer Grinding Machine, No.

Rex Rotary Pounding and Trimming Machine, No.

Rex Rotary Knife Grinding Machine, No.

and any duplicate parts, extras, mechanisms and devices relating thereto, or used in connection therewith, now attached to or delivered with the said designated machine or machines or which may at any time hereafter be obtained from the lessor, or be added thereto by or with the consent of the lessor.

The term the "principal machinery hereby leased" wherever used herein shall be construed to include the whole of the machine or machines hereby leased included in Class A in the foregoing schedule, together with all duplicate parts, extras, mechanisms and devices relating thereto held by the lessee under these presents, whether now or hereafter delivered to or in the possession of the lessee.

The term the "auxiliary machinery hereby leased" wherever used herein shall be construed to include the whole of the machine or machines hereby leased included in Class B in the foregoing schedule, together with all duplicate parts, extras, mechanisms and devices relating thereto held by the lessee under these presents, whether now or hereafter delivered to or in the possession of the lessee.

The term the "leased machinery" wherever used herein shall be construed to include both the "principal machinery hereby leased" and the "auxiliary machinery hereby leased."

And that the following are agreed to as conditions of the lease and license of the leased machinery, all of which the lessee covenants and agrees to keep and perform: —

One. The leased machinery shall at all times remain and be the sole and exclusive property of the lessor, and the lessee shall have no right of property therein, but only the right to use the same, upon the conditions herein contained. The leased machinery shall be used only by the lessee himself, or by operatives in his direct employ, and only in the factory now occupied by him at in the State of unless the lessor shall by an instrument in writing signed by its president, vice-president or treasurer authorize the lessee to remove the leased machinery and to use the same elsewhere. The leased machinery shall not be transferred or delivered or sublet to any other person or corporation, and neither the lease nor the license hereby granted can be assigned by the lessee by his own act or by operation of law. If the lessee becomes insolvent or bankrupt, or has a receiving order made against him, or makes or executes any bill of sale, deed of trust or assignment for the benefit of his creditors, or if a sale, mortgage, lease or unauthorized removal of the leased machinery, or any part thereof, be made or attempted, or if any distress or execution or attachment be levied thereon, then and in each such case any or all leases of and licenses to use machinery then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, shall at the option of the lessor cease and determine, and the possession of and full right to and control of all machinery the lease or license of which is so terminated shall thereupon revert in the lessor free from all claims and demands whatsoever. The lessor and its agents and employees shall at all times be given access to the leased machinery for the purpose of inspecting it or watching its use and operation, or of altering, repairing, improving, or adding to it, or determining the nature or extent of its use, and the lessee shall afford all reasonable facilities therefor.

Two. The lessee shall at all times and at his own expense keep the leased machinery in good and efficient working order and condition, and shall not permit any one to injure or deface or remove

any plate, or dates, numbers, or other inscriptions now or hereafter impressed on or affixed to the leased machinery by the lessor. The lessee shall obtain from the lessor exclusively, and shall pay therefor at the regular prices from time to time established by the lessor, all the duplicate parts, extras, mechanisms and devices of every kind needed or used in operating, repairing, or renewing the leased machinery, and the same shall form part of the leased machinery, and the lessee shall not otherwise make or allow to be made any addition, subtraction or alteration to, from, or in the leased machinery, nor interfere with the proper operation of the same.

Three. The lessee shall pay all taxes and assessments which shall be assessed in respect to the leased machinery or other machinery of the lessor held by the lessee under lease or license, upon whomsoever assessed. All taxes or assessments in respect to leases, licenses or agreements covering machinery, or the rights to payments thereunder, shall be construed, for the purposes of this Article, to be assessed in respect to the machinery itself. In case at any time any unapportioned tax or assessment shall be assessed to the lessor in respect in part, but not wholly, to machinery of the lessor in the possession of the lessee, the lessee shall pay to the lessor such proportionate part of the total amount of said unapportioned tax or assessment as the fair valuation, to be determined by the lessor, of said machinery of the lessor in the possession of the lessee bears to the fair valuation, to be determined by the lessor, of all machinery (excepting machinery, if any, in the lessor's own possession) in respect to which the unapportioned tax or assessment has been assessed; provided, however, that if such unapportioned tax or assessment includes any tax or assessment in respect to tangible property in the lessor's own possession the amount thereof, based, at the established rate, upon the fair valuation, to be determined by the lessor, of such property, shall first be deducted and the lessee shall pay his proportionate part as aforesaid of the balance only of said unapportioned tax or assessment after such deduction has been made.

Four. The lessee shall use the principal machinery hereby leased

to its full capacity limited only by the number of boots, shoes, and other footwear or portions thereof made by or for him in the manufacture or preparation of which it is capable of being used.

Five. The auxiliary machinery hereby leased shall be used only in the manufacture of boots, shoes or other footwear which have been or shall be pulled over by Pulling Over Machines held by the lessee under lease from the lessor.

Six. The lessee shall pay to the lessor immediately after the execution hereof as a lease premium the sum of Dollars and the lessee shall also pay to the lessor on the last day of each calendar month as rent or royalty for the leased machinery the sum of one (1) cent in respect to each pair of boots, shoes or other footwear or portions thereof in the manufacture or preparation of which the principal machinery hereby leased has been used during the next preceding calendar month: **provided, however, that in all cases when the lessee shall pay to the lessor on or before the fifteenth day of the calendar month the amount due in accordance with this Article hereof for the next preceding calendar month, the lessor will in consideration of such prompt payment grant a discount of fifty per cent. from the amount so due for such preceding calendar month.** All payments in this agreement provided for are independent of and in addition to all payments provided for in any other leases or licenses or agreements between the lessor and the lessee, excepting, however, that in case at the date of these presents the lessee has under other Pulling Over System lease and license agreements from the lessor one or more "Rex Pulling Over" Machines in addition to the "Rex Pulling Over" Machine or Machines hereby leased, then payment under and in accordance with this Article hereof in respect to any pair of boots, shoes, or other footwear shall relieve the lessee from his obligation to make like payment in respect to that pair of boots, shoes or other footwear under the Article of such other Pulling Over System lease and license agreement or agreements corresponding to this Article hereof. The lessee, however, guarantees that the payments made by him in accordance with the terms of this article hereof shall amount, in each calendar year (after deducting all abatements), to at least

Twenty Dollars (\$20) for each calendar month for each "Rex Pulling Over Machine" hereby leased and at the end of each calendar year the lessee shall pay to the lessor the amount, if any, by which the total of such payments for said year have been less than such guaranteed amount: provided, however, that if in any calendar year the factory of the lessee remains wholly idle for any entire calendar month, then the amount guaranteed for that year hereunder shall be reduced by one-twelfth for each such month that the factory thus remains wholly idle, but such reduction shall not be made in respect to more than ten (10) months out of any twelve (12) consecutive calendar months.

Seven. The lessor may attach to the leased machinery, or any thereof, an indicator or indicators to register the number of revolutions or movements of any part or parts thereof, and the lessee shall not allow any person (other than the lessor or its agents) to disturb or interfere with such indicator or indicators. In case any indicator thus attached shall from any cause cease to correctly indicate or register, or shall be disturbed or out of repair, or if the glass covering any such indicator shall be removed or broken or injured, then and as often as the same shall happen the lessee shall immediately by writing notify the lessor and at the same time explain the circumstances under which the same has happened. In case any such indicator ceases to indicate, or becomes or remains inaccurate, or the glass covering becomes or remains removed, broken or injured, because of any fault of the lessee or any one in his employ, or because of the failure of the lessee to give promptly the notice hereinbefore provided for, then, without prejudice to any other rights of the lessor, the lessee shall pay the lessor (without the right to any discount) the sum of two cents per pair for each pair of boots, shoes or other footwear or portions thereof in the manufacture of which the leased machinery or any part thereof shall have been used. The lessee shall keep full and accurate accounts, independently of any indicators that may be placed upon the leased machinery, showing the number of boots, shoes and other footwear, or portions thereof, in the manufacture or preparation of which the leased machinery or any part thereof is used,

and shall allow the lessor at all times, by its agents or attorneys, to examine and to take copies of such accounts and entries of the lessee as may serve to determine the total number of such boots, shoes or other footwear, or portions thereof, and the lessee shall produce all such accounts and entries upon request. The lessee shall require each of his operators upon the principal machinery hereby leased (and also if so requested by the lessor upon the auxiliary machinery hereby leased), or any part thereof, to keep upon blanks or blank-books to be furnished by the lessor accurate daily records of the number of boots, shoes and other footwear, or portions thereof, in the manufacture of which he has used said machinery, or any part thereof, and shall require his operators to sign such records, and, if requested so to do by the lessor, shall verify the same under oath. The lessee shall send to the office of the lessor in Boston, on or before the fifth day of each calendar month, the original records for the next preceding calendar month kept by his operators as above provided for, and in case, in any calendar month, any one or more of the machines hereby leased has been entirely idle, the lessee, on or before the fifth day of the next succeeding calendar month, shall send to the office of the lessor in Boston the blank of such machine or machines for said month marked "not in use" and signed by the lessee. The lessee shall also furnish any further information which may be called for in relation to the leased machinery or the use thereof.

And that the following stipulations and provisions are agreed to:—

Eight. If at any time the lessee shall fail or cease to use exclusively pulling over machinery held by him under lease from the lessor for pulling over all boots, shoes or other footwear made by or for him, which are pulled over by the aid of machinery, the lessor, although it may have waived or ignored prior instances of such failure or cessation, may at its option terminate forthwith by notice in writing any or all leases or licenses of Pulling Over System machinery, then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise; and the possession of and full right to and control of all machinery

the lease or license of which is so terminated shall thereupon revert in the lessor free from all claims and demands whatsoever.

Nine. This lease and license shall continue, unless sooner terminated by the lessor as herein provided, for seventeen years from the date hereof. But if any breach or default shall be made in the observance of any one or more of the conditions herein contained or contained in any other lease or license agreement subsisting between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise and expressed to be obligatory upon the lessee, the lessor shall have the right by notice in writing to the lessee to terminate forthwith any or all leases of or licenses to use machinery then in force between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and this notwithstanding that previous breaches or defaults may have been unnoticed, waived, or condoned by or on behalf of the lessor. If, upon the expiration of the full term of this lease and license, the lessor does not request the return of the leased machinery, then the leased machinery shall continue to be held and used under and in accordance with the conditions, stipulations and provisions of this lease and license, which shall thereupon be extended indefinitely as to term; but thereafter either the lessee or the lessor, upon sixty days' notice in writing to the other, may terminate this lease and license, whereupon the leased machinery shall be delivered forthwith to the lessor, as herein provided. Upon the expiration or termination of this lease and license or any extension thereof the lessee shall forthwith deliver the leased machinery to the lessor at Beverly, Massachusetts, in good order, reasonable wear and tear alone excepted, and shall thereupon pay to the lessor without prejudice to any other rights or remedies of the lessor such sum as may be necessary to put the leased machinery in suitable order and condition to lease to another lessee, including the cost of all parts replaced at the regular prices established by the lessor therefor. The lessee for himself, his heirs, executors, and administrators, successors and assigns hereby grants to the lessor, its successors and assigns, full right, power and authority without prejudice to any other rights or remedies of the

lessor to enter upon the premises and into any factory, room, or any place where the leased machinery, or any part thereof, may be, and take possession thereof, and take away the same.

Ten. In case at any time any of the leased machinery shall not, in the opinion of the lessor, be in good and efficient working order and condition, the lessor without prejudice to any other of its rights or remedies may give written notice to the lessee to put such machinery in good and efficient working order and condition and to replace all broken or missing parts; and in case the lessee does not within (15) fifteen days from the date of such notice comply with the requirements thereof, as herein set forth, the lessor may cause such machinery to be put in such good and efficient working order and condition, and may supply such broken or missing parts, and the lessee shall forthwith pay to the lessor the expense of making such repairs and the cost at the regular prices established by the lessor therefor of all parts so supplied.

Eleven. A notice in writing, signed by the president, a vice-president, the treasurer or the assistant treasurer of the lessor or by any assignee of the lessor's rights hereunder, and posted by prepaid letter, addressed to the lessee or delivered at his usual or last known place of abode or business, that the lease and license hereby granted is terminated or shall be terminated at the expiration of a certain period, shall be a sufficient termination of the lease and license from the time of posting or delivering such notice, or from the expiration of the period therein mentioned, as the case may be. Any termination of this lease and license shall be without prejudice to any rights or remedies which the lessor may have for violation of contract, use of machines without right, use of patented inventions without license or otherwise.

Twelve. The lessee admits the validity for the full term expressed in the grant thereof (and every extension and renewal thereof) of each and every of the Letters Patent of the United States of America, owned by the lessor or under which it is licensed, any of the inventions of which are or hereafter may be embodied in the leased machinery. The lessee also agrees that he will not directly or indirectly infringe or contest the validity for the full term expressed

in the grant thereof or of any extension or renewal thereof of any of the Letters Patent referred to in the "Schedule of Patents" hereto annexed or any of the inventions of which are now or shall hereafter be embodied in the leased machinery or the title of the lessor thereto. The termination or cesser of this lease and license or any extension thereof shall not in any way affect the provisions of this Article, or release or discharge the lessee from the admissions and estoppels herein set forth.

Thirteen. None of the conditions, stipulations or provisions of this lease and license shall be held to have been waived by any act or knowledge of the lessor, its agents, or employees, but only by an instrument in writing, signed by the president, a vice-president, or the treasurer of the lessor.

Fourteen. The term "lessor" shall include the said United Shoe Machinery Company and its successors and assigns. All the conditions, stipulations and provisions binding on the lessee shall be binding on and enforceable against his legal representatives. In the construction of this instrument, words relating to the number and gender of the parties shall be read according to their real number and gender.

In witness whereof, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

by

by

☞ If lessee is a corporation, add corporate seal.

SCHEDULE OF PATENTS.

(Referred to in Article Twelve herein.)

483,375	September 27, 1892	893,440	July 14, 1908
569,590	October 13, 1896	893,696	July 21, 1908
663,777	December 11, 1900	896,873	August 25, 1908
666,282	January 22, 1901	918,486	April 13, 1909
701,052	May 27, 1902	922,697	May 25, 1909
731,168	June 16, 1903	929,869	August 3, 1909
764,569	July 12, 1904	940,419	November 16, 1909

791,986	June 6, 1905	950,701	March 1, 1910
844,239	February 12, 1907	955,934	April 26, 1910
854,320	May 21, 1907	959,874	May 31, 1910
855,831	June 4, 1907	961,200	June 14, 1910
872,617	December 3, 1907	968,553	August 30, 1910
876,249	January 7, 1908	968,554	August 30, 1910
891,130	June 16, 1908	968,555	August 30, 1910
891,131	June 16, 1908	968,556	August 30, 1910
Re. 12,825	July 7, 1908		

[On back:]

United Shoe Machinery Company.
 Pulling Over System. (Lease Premium.)
 Lease No. , Lessee.

Date 19 .

Machines.

Rex Pulling Over Machine, No.

PLAINTIFF'S EXHIBIT 40.

[Put in Evidence, page 389.]

General Department. [Form A. H. T., 1181.]

Lease and License Agreement Number .

This Agreement made at Boston in the State of Massachusetts
 this day of 19 , between the United Shoe Machinery
 Company, a corporation organized under the laws of the State of
 New Jersey, having an office in said Boston, hereinafter referred to
 as the lessor, of the one part, and of in the State of ,
 hereinafter referred to as the lessee, of the other part :

Witnesseth, that the lessor, in consideration of the covenants
 and agreements on the part of the lessee herein contained, does
 hereby lease to and license the lessee under any letters patent
 belonging to the lessor or under which the lessor has the right to
 grant such license affecting any inventions which are now or here-
 after shall be embodied therein or employed in the operation
 thereof, to use the machine or machines of the General Department
 of the lessor now or hereafter delivered to the lessee and designated
 by number or numbers in the following schedule, viz.:—

SCHEDULE OF MACHINES.

and any duplicate parts, extras, mechanisms and devices, relating thereto, or used in connection therewith, now attached to or delivered with the said designated machine or machines, or which may at any time hereinafter be obtained from the lessor, or be added thereto by or with the consent of the lessor (the whole of which machine or machines, duplicate parts, extras, mechanisms and devices, held by the lessee under these presents, whether now or hereafter delivered to or in the possession of the lessee, is hereinafter referred to as the "leased machinery"), subject to the conditions hereinafter contained.

And that the following are agreed to as conditions of this agreement, all of which the lessee covenants and agrees to keep and perform:—

One. The leased machinery shall at all times remain and be the sole and exclusive property of the lessor, and the lessee shall have no right of property therein, but only the right to use the same, upon the conditions herein contained. The leased machinery shall be used only by the lessee himself, or by operatives in his direct employ, and only in the factory now occupied by him at in the State of . The leased machinery shall not be transferred or delivered or sublet to any other person or corporation, and neither this agreement nor the lease nor the license hereby granted can be assigned by the lessee by his own act or by operation of law. If the lessee becomes insolvent or bankrupt, or has a receiving order made against him, or makes or executes any bill of sale, deed of trust or assignment for the benefit of his creditors, or if a sale, mortgage, lease or removal of the leased machinery, or any part thereof, be made or attempted, or if any distress or execution or attachment be levied thereon, then and in each such case any or all leases of or licenses to use machinery then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, shall at the option of the lessor cease and determine, and the possession of and full right to and

control of all machinery the leases or licenses of which are so terminated, shall thereupon revert in the lessor free from all claims or demands whatsoever. The lessor and its agents and employees shall at all times be given access to the leased machinery for the purpose of inspecting it or watching its use and operation, or of altering, repairing, improving, or adding to it, or determining the nature or extent of its use, and the lessee shall afford all reasonable facilities therefor.

Two. The lessee shall at all times and at his own expense keep the leased machinery in good and efficient working order and condition, and shall not permit any one to injure or deface or remove any plate, or dates, numbers, or other inscriptions now or hereafter impressed on or affixed to the leased machinery by the lessor. The lessee shall obtain from the lessor exclusively and shall pay therefor at the regular prices from time to time established by the lessor, all the duplicate parts, extras, mechanisms and devices, of every kind needed or used in operating, repairing, or renewing the leased machinery, and the same shall form part of the leased machinery, and the lessee shall not otherwise make or allow to be made any addition, subtraction or alteration to, from, or in the leased machinery without the consent in writing of the lessor, nor interfere with the proper operation of the same.

Three. The lessee shall pay all taxes and assessments which shall be assessed in respect to the leased machinery or other machinery of the lessor held by the lessee under lease or license upon whomsoever assessed. All taxes or assessments in respect to leases, licenses or agreements covering machinery, or the rights to payments thereunder, shall be construed, for the purposes of this article, to be assessed in respect to the machinery itself. In case at any time any unapportioned tax or assessment shall be assessed to the lessor in respect in part but not wholly to machinery of the lessor in the possession of the lessee the lessee shall pay to the lessor such proportionate part of the total amount of said unapportioned tax or assessment as the fair valuation, to be determined by the lessor, of said machinery of the lessor in the possession of the lessee bears to the fair valuation, to be determined by the lessor, of

all machinery (excepting machinery, if any, in the lessor's own possession) in respect to which the unapportioned tax or assessment has been assessed; provided, however, that if such unapportioned tax or assessment includes any tax or assessment in respect to tangible property in the lessor's own possession the amount thereof, based at the established rate, upon the fair valuation, to be determined by the lessor of such property, shall first be deducted and the lessee shall pay his proportionate part as aforesaid of the balance only of said unapportioned tax or assessment after such deduction has been made.

Four. The leased machinery shall not nor shall any part thereof be used in the manufacture of any welted boots, shoes or other footwear which have been or shall be welted or the soles stitched by the aid of any welt sewing or sole stitching machinery not held by the lessee under lease from the lessor or in the manufacture of any turn boots, shoes or other footwear the soles of which have been or shall be attached to their uppers by the aid of any turn sewing machinery not held by the lessee under lease from the lessor, or in the manufacture of any boots, shoes or other footwear which have been or shall be lasted, pegged, slugged, heel seat nailed, or otherwise partly made by the aid of any lasting or pegging or "Metallic" machinery or mechanisms not held by the lessee under lease from the lessor.

Five. The lessee shall pay to the lessor immediately after the execution hereof, as a lease premium, the sum of dollars.

Six. The lessor may attach to the leased machinery, or any thereof, an indicator or indicators to register the number of revolutions or movements of any part or parts thereof, and the lessee shall not allow any person (other than the lessor or its agents) to disturb or interfere with such indicator or indicators. In case any indicator thus attached shall from any cause cease to correctly indicate or register, or shall be disturbed or out of repair, or if the glass covering any such indicator shall be removed or broken or injured, then and as often as the same shall happen the lessee shall immediately by writing notify the lessor and at the same time explain the circumstances under which the same has happened.

And that the following stipulations and provisions are agreed to :—

Seven. The term of this agreement shall be seventeen years from the date hereof. The lease of the leased machinery and license to use the same hereby granted shall continue, unless sooner terminated by the lessor because of breach thereof on the part of the lessee, or otherwise as herein provided, for the full term of this agreement, but if any breach or default shall be made in the observance of any one or more of the conditions in this agreement contained or contained in any other lease or license agreement subsisting between the lessor and the lessee whether as the result of assignment to the lessor or otherwise and expressed to be obligatory upon the lessee, the lessor shall have the right by notice in writing to the lessee to terminate forthwith the lease and license hereby granted, and this notwithstanding that previous breaches or defaults may have been unnoticed, waived or condoned by or on behalf of the lessor. If, upon the expiration of the full term of this agreement, the lessor does not request the return of the leased machinery, then the leased machinery shall continue to be held and used under and in accordance with the conditions, stipulations and provisions in this agreement contained and this agreement and the lease and license herein contained shall thereupon be extended indefinitely as to term; but thereafter either the lessee or the lessor, upon sixty days' notice in writing to the other, may terminate this agreement and the lease and license herein contained, whereupon the leased machinery shall be delivered forthwith to the lessor, as herein provided. Upon the expiration or termination of the lease hereby granted or any extension thereof by notice or by reason of any default on the part of the lessee as to the terms of this agreement or of any other lease or license agreement from the lessor or otherwise, in any manner whatsoever, the lessee shall forthwith at his own expense deliver the leased machinery to the lessor at Beverly, Massachusetts, complete and in good order, reasonable wear and tear alone excepted; and the lessee for himself, his heirs, executors and administrators, hereby grants to the lessor, its successors and assigns, full right, power and authority

to enter upon the premises and into any factory, room, or any place where the leased machinery, or any part thereof, may be, and take possession thereof, and take away the same; and the lessee shall have no claim for the repayment of any sum or sums, or any part thereof, which he shall have paid as consideration for the grant of the lease and license herein contained, or for rent or royalty, or otherwise in respect to the leased machinery.

Eight. A notice in writing, signed by the president, a vice-president, the treasurer or an assistant treasurer of the lessor or by any assignee of the lessor's rights hereunder, and posted by prepaid letter, addressed to the lessee or delivered at his usual or last known place of abode or business, that the lease and license hereby granted is terminated or shall be terminated at the expiration of a certain period, shall be a sufficient termination of the lease and license from the time of posting or delivering such notice, or from the expiration of the period therein mentioned, as the case may be. Any termination of this agreement or of the lease and license hereby granted shall not release the lessee from his obligation to pay rent or royalty for the period prior to such termination and shall be without prejudice to any other rights or remedies which the lessor may have for violation of contract, use of machines without right or use of patented inventions without license.

Nine. The lessee admits the validity for the full term expressed in the grant thereof (and every extension and renewal thereof) of each and every of the Letters Patent of the United States of America, owned by the lessor or under which it is licensed, any of the inventions of which are or hereafter may be embodied in the leased machinery. The lessee also agrees that he will not directly or indirectly infringe or contest the validity for the full term expressed in the grant thereof or of any extension or renewal thereof, of any of said Letters Patent or the title of the lessor thereto. The expiration of this agreement or any extension thereof or the termination or cesser of the lease and license hereby granted shall not in any way affect the provisions of this clause, or release or discharge the lessee from the admissions and estoppels herein set forth.

Ten. None of the conditions, stipulations or provisions of this

agreement shall be held to have been waived by any act or knowledge of the lessor, its agents or employees, but only by an instrument in writing, signed by the president, a vice-president or the treasurer of the lessor.

Eleven. The term "lessor" shall include the said United Shoe Machinery Company and its successors and assigns. All the conditions, stipulations and provisions binding on the lessee shall be binding on and enforceable against his legal representatives. In the construction of this instrument, words relating to the number and gender of the parties shall be read according to their real number and gender.

In witness whereof, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

by

by

☞ If lessee is a corporation, add corporate seal.

[On back:]

United Shoe Machinery Company.
General Department. (Lease Premium.) T.
Lease No. . , Lessee.
Date, 19 .
Machines.

PLAINTIFF'S EXHIBIT 41.

[Put in Evidence, page 390.]

General Department. (1810)

Lease and License Agreement Number .

This Agreement made at Boston in the State of Massachusetts this day of 19 , between the United Shoe Machinery Company, a corporation organized under the laws of the State of New Jersey, having an office in said Boston, hereinafter referred to as the lessor, of the one part, and in the State of herein-after referred to as the lessee, of the other part:

Witnesseth, that the lessor, in consideration of the covenants and agreements on the part of the lessee herein contained, does

hereby lease to and license the lessee under any letters patent belonging to the lessor or under which the lessor has the right to grant such license affecting any inventions which are now or hereafter shall be embodied therein or employed in the operation thereof, to use the machine or machines of the General Department of the lessor now or hereafter delivered to the lessee and designated by number or numbers in the following schedule, viz. : —

SCHEDULE OF MACHINES.

I.	II.	III.
\$	\$	\$

and any duplicate parts, extras, mechanisms and devices relating thereto, or used in connection therewith, now attached to or delivered with the said designated machine or machines, or which may at any time hereafter be obtained from the lessor, or be added thereto by or with the consent of the lessor (the whole of which machine or machines, duplicate parts, extras, mechanisms and devices, held by the lessee under these presents, whether now or hereafter delivered to or in the possession of the lessee, is hereinafter referred to as the "leased machinery"), subject to the conditions hereinafter contained.

And that the following are agreed to as conditions of this agreement, all of which the lessee covenants and agrees to keep and perform : —

One. The leased machinery shall at all times remain and be the sole and exclusive property of the lessor, and the lessee shall have no right of property therein, but only the right to use the same, upon the conditions herein contained. The leased machinery shall be used only by the lessee himself or by operatives in his direct employ, and only in the factory now occupied by him at _____ in the State of _____. The leased machinery shall not be transferred or delivered or sublet to any other person or corporation, and neither this agreement nor the lease nor the license hereby granted can be assigned by the lessee by his own act or by operation of law. If the lessee becomes insolvent or bankrupt, or has a receiving order made against him, or makes or executes any bill of sale, deed of trust or assignment for the benefit of his creditors, or if a sale,

mortgage, lease or removal of the leased machinery, or any part thereof, be made or attempted, or if any distress or execution or attachment be levied thereon, then and in each such case any or all leases of or licenses to use machinery then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, shall at the option of the lessor cease and determine, and the possession of and full right to and control of all machinery the leases or licenses of which are so terminated shall thereupon revert in the lessor free from all claims or demands whatsoever. The lessor and its agents and employees shall at all times be given access to the leased machinery for the purpose of inspecting it or watching its use and operation, or of altering, repairing, improving, or adding to it, or determining the nature or extent of its use, and the lessee shall afford all reasonable facilities therefor.

Two. The lessee shall at all times and at his own expense keep the leased machinery in good and efficient working order and condition, and shall not permit any one to injure or deface or remove any plate, or dates, numbers, or other inscriptions now or hereafter impressed on or affixed to the leased machinery by the lessor. The lessee shall obtain from the lessor exclusively, and shall pay therefor at the regular prices from time to time established by the lessor, all the duplicate parts, extras, mechanisms and devices, of every kind needed or used in operating, repairing, or renewing the leased machinery, and the same shall form part of the leased machinery, and the lessee shall not otherwise make or allow to be made any addition, subtraction or alteration to, from, or in the leased machinery without the consent in writing of the lessor, nor interfere with the proper operation of the same.

Three. The leased machinery shall at all times, until the expiration or termination of the lease thereof and license to use the same hereby granted and the re-delivery of the leased machinery into the possession of the lessor as hereinafter provided, be held at the sole risk of the lessee from injury, loss or destruction, and, in case any machine or machines hereby leased shall be destroyed by fire or otherwise before such expiration or termination and re-delivery,

the lessee shall pay to the lessor in respect to each machine so destroyed the sum set opposite the name of each such machine in column numbered "I." in the "Schedule of Machines" hereinbefore contained as partial reimbursement to the lessor for such destruction, and the lessee shall forthwith return whatever remains of the machinery so destroyed to the lessor at Beverly, Massachusetts.

Four. The lessee shall pay all taxes and assessments which shall be assessed in respect to the leased machinery or other machinery of the lessor held by the lessee under lease or license upon whomsoever assessed. All taxes or assessments in respect to leases, licenses or agreements covering machinery, or the rights to payments thereunder, shall be construed, for the purposes of this article, to be assessed in respect to the machinery itself. In case at any time any unapportioned tax or assessment shall be assessed to the lessor in respect in part but not wholly to machinery of the lessor in the possession of the lessee the lessee shall pay to the lessor such proportionate part of the total amount of said unapportioned tax or assessment as the fair valuation, to be determined by the lessor, of said machinery of the lessor in the possession of the lessee bears to the fair valuation, to be determined by the lessor, of all machinery (excepting machinery, if any, in the lessor's own possession) in respect to which the unapportioned tax or assessment has been assessed; provided, however, that if such unapportioned tax or assessment includes any tax or assessment in respect to tangible property in the lessor's own possession the amount thereof, based, at the established rate, upon the fair valuation, to be determined by the lessor, of such property, shall first be deducted and the lessee shall pay his proportionate part as aforesaid of the balance only of said unapportioned tax or assessment after such deduction has been made.

Five. The leased machinery shall not nor shall any part thereof be used in the manufacture of any welted boots, shoes or other footwear which have been or shall be welted or the soles stitched by the aid of any welt sewing or sole stitching machinery not held by the lessee under lease from the lessor or in the manufacture of any turn boots, shoes or other footwear the soles of which have

been or shall be attached to their uppers by the aid of any turn sewing machinery not held by the lessee under lease from the lessor, or in the manufacture of any boots, shoes or other footwear which have been or shall be lasted, pegged, slugged, heel seat nailed, or otherwise partly made by the aid of any lasting or pegging or "Metallic" machinery or mechanisms not held by the lessee under lease from the lessor.

Six. The lessee shall pay to the lessor annually during the period of ten years from the date hereof in respect to each machine hereby leased the amount set opposite the name of such machine in column numbered "II." in the "Schedule of Machines" hereinbefore contained, and annually thereafter during the continuance of the lease hereby granted or any extension thereof shall pay to the lessor, in respect to each machine hereby leased, one-half of such amount. Such annual payment shall be made on the first day of July in each year, excepting that the first payment shall be made immediately upon the execution of this agreement and shall be such proportionate part of the amount set forth in said column "II." in respect to each machine as the time from the date hereof up to the first day of July next succeeding bears to an entire year.

Seven. Independently of and in addition to all other payments herein provided for the lessee upon the expiration or termination of the lease hereby granted or any extension thereof shall pay to the lessor in respect to each machine hereby leased the amount set opposite the name of such machine in column numbered "III." in the "Schedule of Machines" hereinbefore contained; provided, however, that in case at all times prior to such expiration or termination the lessee shall have faithfully kept, observed and performed all of the conditions, terms, agreements, stipulations and provisions of this lease and license agreement and of all other leases and licenses and agreements between the lessor and the lessee, and is not in default in respect to any payment or otherwise hereunder or thereunder, and shall promptly and fully carry out all obligations incumbent upon the lessee upon such expiration or termination, the payment in this article hereof provided to be made in respect to each such machine shall be reduced by an amount equal to one-half of

the annual payments theretofore made by the lessee to the lessor in respect to such machine under the provisions of Article Six hereof; or in case one-half of such annual payments theretofore made by the lessee to the lessor in respect to such machine equals or exceeds the payment in this article hereof provided to be made in respect thereto then said payment under this article hereof in respect to said machine shall be waived.

Eight. The lessor may attach to the leased machinery or any thereof an indicator or indicators to register the number of revolutions or movements of any part or parts thereof, and the lessee shall not allow any person (other than the lessor or its agents) to disturb or interfere with such indicator or indicators. In case any indicator thus attached shall from any cause cease to correctly indicate or register, or shall be disturbed or out of repair, or if the glass covering any such indicator shall be removed or broken or injured, then and as often as the same shall happen the lessee shall immediately by writing notify the lessor and at the same time explain the circumstances under which the same has happened.

And that the following stipulations and provisions are agreed to:—

Nine. The term of this agreement shall be seventeen years from the date hereof. The lease of the leased machinery and license to use the same hereby granted shall continue, unless sooner terminated by the lessor because of breach thereof on the part of the lessee, or otherwise as herein provided, for the full term of this agreement. But if any breach or default shall be made in the observance of any one or more of the conditions in this agreement contained or contained in any other lease or license agreement subsisting between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise and expressed to be obligatory upon the lessee, the lessor shall have the right by notice in writing to the lessee to terminate forthwith the lease and license hereby granted, and this notwithstanding that previous breaches or defaults may have been unnoticed, waived, or condoned by or on behalf of the lessor. If, upon the expiration of the full term of this agreement, the lessor does not request the return of the leased

machinery, then the leased machinery shall continue to be held and used under and in accordance with the conditions, stipulations and provisions in this agreement contained and this agreement and the lease and license herein contained shall thereupon be extended indefinitely as to term; but thereafter either the lessee or the lessor, upon sixty days' notice in writing to the other, may terminate this agreement and the lease and license herein contained, whereupon the leased machinery shall be delivered forthwith to the lessor, as herein provided. Upon the expiration or termination of this agreement or any extension thereof or of the lease and license herein contained by notice or by reason of any default on the part of the lessee as to the terms of this agreement or of any other lease or license agreement from the lessor or otherwise, in any manner whatsoever, the lessee shall forthwith at his own expense deliver the leased machinery to the lessor at Beverly, Massachusetts, complete and in good order, reasonable wear and tear alone excepted; and the lessee, for himself, his heirs, executors and administrators, hereby grants to the lessor, its successors and assigns, full right, power and authority to enter upon the premises and into any factory, room, or any place where the leased machinery, or any part thereof, may be, and take possession thereof, and take away the same.

Ten. In case at any time any of the leased machinery shall not, in the opinion of the lessor, be in good and efficient working order and condition, the lessor without prejudice to any other of its rights or remedies may give written notice to the lessee to put such machinery in good and efficient working order and condition and to replace all broken or missing parts; and in case the lessee does not within fifteen (15) days from the date of such notice comply with the requirements thereof, as herein set forth, the lessor may cause such machinery to be put in such good and efficient working order and condition, and may supply such broken or missing parts, and the lessee shall forthwith pay to the lessor the expense of making such repairs and the cost at the regular prices established by the lessor therefor of all parts so supplied.

Eleven. A notice in writing, signed by the president, a vice-presi-

dent, the treasurer or an assistant treasurer of the lessor or by any assignee of the lessor's rights hereunder, and posted by prepaid letter, addressed to the lessee or delivered at his usual or last known place of abode or business, that the lease and license hereby granted is terminated or shall be terminated at the expiration of a certain period, shall be a sufficient termination of the lease and license from the time of posting or delivering such notice, or from the expiration of the period therein mentioned, as the case may be. Any termination of this agreement or of the lease and license hereby granted shall not release the lessee from his obligation to pay rent or royalty for the period prior to such termination, and shall be without prejudice to any other rights or remedies which the lessor may have for violation of contract, use of machines without right or use of patented inventions without license.

Twelve. The lessee admits the validity for the full term expressed in the grant thereof (and every extension and renewal thereof), of each and every of the Letters Patent of the United States of America, owned by the lessor or under which it is licensed, any of the inventions of which are or hereafter may be embodied in the leased machinery. The lessee also agrees that he will not directly or indirectly infringe or contest the validity for the full term expressed in the grant thereof or of any extension or renewal thereof, of any of said Letters Patent or the title of the lessor thereto. The expiration of this agreement or any extension thereof or the termination or cesser of the lease and license hereby granted shall not in any way affect the provisions of this clause, or release or discharge the lessee from the admissions and estoppels herein set forth.

Thirteen. None of the conditions, stipulations or provisions of this agreement shall be held to have been waived by any act or knowledge of the lessor, its agents or employees, but only by an instrument in writing, signed by the president, a vice-president or the treasurer of the lessor.

Fourteen. The term "lessor" shall include the said United Shoe Machinery Company and its successors and assigns. All the conditions, stipulations and provisions binding on the lessee shall be binding on and enforceable against his legal representatives. In

the construction of this instrument, words relating to the number and gender of the parties shall be read according to their real number and gender.

In witness whereof, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

by

by

☞ If lessee is a corporation, add corporate seal.

[On back :]

United Shoe Machinery Company.
General Department.

Lease No.	Lessee.
Date,	19 .
Machines.	

PLAINTIFF'S EXHIBIT 42.

[Put in Evidence, page 392.]

Eyeletting Department. [Form A. F. U., 1179.]
Lease and License Agreement Number .

This Agreement made at Boston, in the State of Massachusetts, this day of 19 , between the United Shoe Machinery Company, a corporation organized under the laws of the State of New Jersey, having an office in said Boston, hereinafter referred to as the lessor, of the one part, and of in the State of , hereinafter referred to as the lessee, of the other part :

Witnesseth, that the lessor, in consideration of the covenants and agreements on the part of the lessee herein contained, does hereby lease to and license the lessee under any letters patent belonging to the lessor or under which the lessor has the right to grant such license affecting any inventions which are now or hereafter shall be embodied therein or employed in the operation thereof, to use

Power Eyeletting Machine(s) No(s.)

now or hereafter delivered to the lessee, and any duplicate parts,

extras, mechanisms and devices relating thereto, or used in connection therewith, now attached to or delivered with the said designated machine or machines, or which may at any time hereafter be obtained from the lessor, or be added thereto by or with the consent of the lessor (the whole of which machine or machines, duplicate parts, extras, mechanisms and devices, held by the lessee under these presents, whether now or hereafter delivered to or in the possession the lessee, is hereinafter referred to as the "leased machinery"), subject to the conditions hereinafter contained.

And that the following are agreed to as conditions of this agreement, all of which the lessee covenants and agrees to keep and perform: —

One. The leased machinery shall at all times remain and be the sole and exclusive property of the lessor, and the lessee shall have no right of property therein, but only the right to use the same, upon the conditions herein contained. The leased machinery shall be used only by the lessee himself, or by operatives in his direct employ, and only in the factory now occupied by him at in the State of . The leased machinery shall not be transferred or delivered or sublet to any other person or corporation, and neither this agreement nor the lease nor the license hereby granted can be assigned by the lessee by his own act or by operation of law. If the lessee becomes insolvent or bankrupt, or has a receiving order made against him, or makes or executes any bill of sale, deed of trust or assignment for the benefit of his creditors, or if a sale, mortgage, lease or removal of the leased machinery, or any part thereof, be made or attempted, or if any distress or execution or attachment be levied thereon, then and in each such case any or all leases of or licenses to use machinery then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, shall at the option of the lessor cease and determine, and the possession of and full right to and control of all machinery the leases or licenses of which are so terminated, shall thereupon revert in the lessor free from all claims or demands whatsoever. The lessor and its agents and employees shall at all times be given access to the leased machinery for the purpose of inspect-

ing it or watching its use and operation, or of altering, repairing, improving, or adding to it, or determining the nature or extent of its use, and the lessee shall afford all reasonable facilities therefor.

Two. The lessee shall at all times and at his own expense keep the leased machinery in good and efficient working order and condition, and shall not permit any one to injure or deface or remove any plate, or dates, numbers, or other inscriptions now or hereafter impressed on or affixed to the leased machinery by the lessor. The lessee shall obtain from the lessor exclusively, and shall pay therefor at the regular prices from time to time established by the lessor, all the duplicate parts, extras, mechanisms and devices, of every kind needed or used in operating, repairing, or renewing the leased machinery, and the same shall form part of the leased machinery, and the lessee shall not otherwise make or allow to be made any addition, subtraction or alteration to, from, or in the leased machinery without the consent in writing of the lessor, nor interfere with the proper operation of the same.

Three. The lessee shall pay all taxes and assessments which shall be assessed in respect to the leased machinery or other machinery of the lessor held by the lessee under lease or license upon whomsoever assessed. All taxes or assessments in respect to leases, licenses or agreements covering machinery, or the rights to payments thereunder, shall be construed, for the purposes of this article, to be assessed in respect to the machinery itself. In case at any time any unapportioned tax or assessment shall be assessed to the lessor in respect in part but not wholly to machinery of the lessor in the possession of the lessee the lessee shall pay to the lessor such proportionate part of the total amount of said unapportioned tax or assessment as the fair valuation, to be determined by the lessor, of said machinery of the lessor in the possession of the lessee bears to the fair valuation, to be determined by the lessor, of all machinery (excepting machinery, if any, in the lessor's own possession) in respect to which the unapportioned tax or assessment has been assessed; provided, however, that if such unapportioned tax or assessment includes any tax or assessment in respect to tangible property in the lessor's own possession the amount thereof, based,

at the established rate, upon the fair valuation, to be determined by the lessor, of such property, shall first be deducted and the lessee shall pay his proportionate part as aforesaid of the balance only of said unapportioned tax or assessment after such deduction has been made.

Four. The lessee shall use the leased machinery to its full capacity on all boots, shoes, footwear, and other articles made in his factory in the manufacture of which it can be used.

Five. The lessee shall pay to the lessor immediately after the execution hereof, as a lease premium, the sum of one hundred dollars (\$100) for each machine hereby leased, and the lessee shall also, as rent or royalty for the leased machinery, purchase exclusively of the lessor or its authorized agents, at the prices from time to time established by the lessor, all eyelets used by him in or in connection with the leased machinery, and shall pay therefor upon the regular terms established by the lessor therefor.

Six. The lessor may attach to the leased machinery or any thereof an indicator or indicators to register the number of revolutions or movements of any part or parts thereof, and the lessee shall not allow any person (other than the lessor or its agents) to disturb or interfere with such indicator or indicators. In case any indicator thus attached shall from any cause cease to correctly indicate or register, or shall be disturbed or out of repair, or if the glass covering any such indicator shall be removed or broken or injured, then and as often as the same shall happen the lessee shall immediately by writing notify the lessor and at the same time explain the circumstances under which the same has happened.

And that the following stipulations and provisions are agreed to:—

Seven. The term of this agreement shall be seventeen years from the date hereof. The lease of the leased machinery and license to use the same hereby granted shall continue, unless sooner terminated by the lessor because of breach thereof on the part of the lessee, or otherwise as herein provided, for the full term of this agreement; but in case at any time the lessee shall discontinue or suspend the operation of said factory, or shall discontinue or sus-

pend the manufacture in said factory in the regular course of business of articles in the manufacture of which the leased machinery can be used, or if at any time or for any reason the lessee shall fail or cease to make regular use of the leased machinery in the ordinary course of business, then the lessor shall have the right at its option, by notice in writing to the lessee, to terminate forthwith the lease and license hereby granted, and in case at any time any breach or default shall be made in the observance of any one or more of the conditions in this agreement contained or contained in any other lease or license agreement subsisting between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise and expressed to be obligatory upon the lessee, the lessor shall have the right by notice in writing to the lessee to terminate forthwith any or all leases of or licenses to use machinery then in force between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and this notwithstanding that previous breaches or defaults may have been unnoticed, waived, or condoned by or on behalf of the lessor. If, upon the expiration of the full term of this agreement, the lessor does not request the return of the leased machinery, then the leased machinery shall continue to be held and used under and in accordance with the conditions, stipulations and provisions in this agreement contained and this agreement and the lease and license herein contained shall thereupon be extended indefinitely as to term; but thereafter either the lessee or the lessor, upon sixty days' notice in writing to the other, may terminate this agreement and the lease and license herein contained, whereupon the leased machinery shall be delivered forthwith to the lessor, as herein provided. Upon the expiration or termination of the lease hereby granted or any extension thereof by notice or by reason of any default on the part of the lessee as to the terms of this agreement or of any other lease or license agreement from the lessor or otherwise, in any manner whatsoever, the lessee shall forthwith at his own expense deliver the leased machinery to the lessor at Beverly, Massachusetts, complete and in good order, reasonable wear and tear alone excepted; and the lessee for himself, his heirs, executors and administrators, hereby grants to the

lessor, its successors and assigns, full right, power and authority to enter upon the premises and into any factory, room, or any place where the leased machinery, or any part thereof, may be, and take possession thereof, and take away the same; and the lessee in addition and without prejudice to any other rights or remedies of the lessor hereunder shall thereupon pay to the lessor such sum as may be necessary to put the leased machinery in suitable order and condition to lease to another lessee.

Eight. A notice in writing, signed by the president, a vice-president, the treasurer or an assistant treasurer of the lessor or by any assignee of the lessor's rights hereunder and posted by prepaid letter, addressed to the lessee or delivered at his usual or last known place of abode or business, that the lease and license hereby granted is terminated or shall be terminated at the expiration of a certain period, shall be a sufficient termination of the lease and license from the time of posting or delivering such notice, or from the expiration of the period therein mentioned, as the case may be. Any termination of this agreement or of the lease and license hereby granted shall not release the lessee from his obligation to pay rent or royalty for the period prior to such termination and shall be without prejudice to any other rights or remedies which the lessor may have for violation of contract, use of machines without right or use of patented inventions without license.

Nine. The lessee admits the validity for the full term expressed in the grant thereof (and every extension and renewal thereof) of each and every of the Letters Patent of the United States of America, owned by the lessor or under which it is licensed, any of the inventions of which are or hereafter may be embodied in the leased machinery. The lessee also agrees that he will not directly or indirectly infringe or contest the validity for the full term expressed in the grant thereof or of any extension or renewal thereof, of any of the Letters Patent referred to in the Schedule of Patents hereto annexed or the title of the lessor thereto. The expiration of this agreement or any extension thereof or the termination or cesser of the lease and license hereby granted shall not in any way affect the

provisions of this clause, or release or discharge the lessee from the admissions and estoppels herein set forth.


Ten. None of the conditions, stipulations or provisions of this agreement shall be held to have been waived by any act or knowledge of the lessor, its agents or employees, but only by an instrument in writing, signed by the president, a vice-president, or the treasurer of the lessor.

Eleven. The term "lessor" shall include the said United Shoe Machinery Company and its successors and assigns. All the conditions, stipulations and provisions binding on the lessee shall be binding on and enforceable against his legal representatives. In the construction of this instrument, words relating to the number and gender of the parties shall be read according to their real number and gender.

In witness whereof, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

by

by

 If lessee is a corporation, add corporate seal.

SCHEDULE OF PATENTS.

(Referred to in Article Nine herein.)

No. 603,023 Apr. 26, 1898.	No. 833,515 Oct. 16, 1906.
No. 605,574 June 14, 1898.	No. 874,669 Dec. 24, 1907.
No. 606,964 July 5, 1898.	No. 880,376 Feb. 25, 1908.
No. 636,175 Oct. 31, 1899.	No. 898,729 Sept. 15, 1908.
No. 638,994 Dec. 12, 1899.	No. 908,453 Jan. 5, 1909.
No. 663,389 Dec. 4, 1900.	No. 915,996 Mar. 23, 1909.
No. 672,056 Apr. 16, 1901.	No. 918,694 Apr. 20, 1909.
No. 672,884 Apr. 30, 1901.	No. 921,648 May 11, 1909.
No. 683,488 Oct. 1, 1901.	No. 926,903 July 6, 1909.
No. 707,643 Aug. 26, 1902.	No. 934,066 Sept. 14, 1909.
No. 707,644 Aug. 26, 1902.	No. 964,626 July 19, 1910.

[On back:]

United Shoe Machinery Company.

Eyeletting Department.

Power Eyeletting Machine. U.

Lease No. , Lessee.

Date, 19 .

Machines.

PLAINTIFF'S EXHIBIT 43.

[Put in Evidence, page 392.]

Eyeletting Department.

[Form A. F. T., 1177.]

Lease and License Agreement Number .

This Agreement made at Boston, in the State of Massachusetts, this day of , 19 , between the United Shoe Machinery Company, a corporation organized under the laws of the State of New Jersey, having an office in said Boston, hereinafter referred to as the lessor, of the one part, and of in the State of , hereinafter referred to as the lessee, of the other part:

Witnesseth, that the lessor in consideration of the covenants and agreements on the part of the lessee herein contained, does hereby lease to and license the lessee under any letters patent belonging to the lessor or under which the lessor has the right to grant such license affecting any inventions which are now or hereafter shall be embodied therein or employed in the operation thereof, to use

Power Eyeletting Machine(s) No(s).

now or hereafter delivered to the lessee, and any duplicate parts, extras, mechanisms and devices relating thereto, or used in connection therewith, now attached to or delivered with the said designated machine or machines, or which may at any time hereafter be obtained from the lessor, or be added thereto by or with the consent of the lessor (the whole of which machine or machines, duplicate parts, extras, mechanisms and devices, held by the lessee under these presents, whether now or hereafter delivered to or in the possession of the lessee, is hereinafter referred to as the "leased machinery"), subject to the conditions hereinafter contained.

And that the following are agreed to as conditions of this agree-

ment, all of which the lessee covenants and agrees to keep and perform : —

One. The leased machinery shall at all times remain and be the sole and exclusive property of the lessor, and the lessee shall have no right of property therein, but only the right to use the same, upon the conditions herein contained. The leased machinery shall be used only by the lessee himself or by operatives in his direct employ, and only in the factory now occupied by him at in the State of . The leased machinery shall not be transferred or delivered or sublet to any other person or corporation, and neither this agreement nor the lease nor the license hereby granted can be assigned by the lessee by his own act or by operation of law. If the lessee becomes insolvent or bankrupt, or has a receiving order made against him, or makes or executes any bill of sale, deed of trust or assignment for the benefit of his creditors, or if a sale, mortgage, lease or removal of the leased machinery, or any part thereof, be made or attempted, or if any distress or execution or attachment be levied thereon, then and in each such case any or all leases of or licenses to use machinery then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, shall at the option of the lessor cease and determine, and the possession of and full right to and control of all machinery the leases or licenses of which are so terminated, shall thereupon revert in the lessor free from all claims or demands whatsoever. The lessor and its agents and employees shall at all times be given access to the leased machinery for the purpose of inspecting it or watching its use and operation, or of altering, repairing, improving, or adding to it, or determining the nature or extent of its use, and the lessee shall afford all reasonable facilities therefor.

Two. The lessee shall at all times and at his own expense keep the leased machinery in good and efficient working order and condition, and shall not permit any one to injure or deface or remove any plate, or dates, numbers, or other inscriptions now or hereafter impressed on or affixed to the leased machinery by the lessor. The lessee shall obtain from the lessor exclusively, and shall pay

therefor at the regular prices from time to time established by the lessor, all the duplicate parts, extras, mechanisms and devices of every kind needed or used in operating, repairing or renewing the leased machinery, and the same shall form part of the leased machinery, and the lessee shall not otherwise make or allow to be made any addition, subtraction or alteration to, from, or in the leased machinery without the consent in writing of the lessor, nor interfere with the proper operation of the same.

Three. The leased machinery shall at all times, until the expiration or termination of the lease thereof and license to use the same hereby granted and the re-delivery of the leased machinery into the possession of the lessor as hereinafter provided, be held at the sole risk of the lessee from injury, loss or destruction, and in case the same or any thereof be destroyed by fire or otherwise before such expiration or termination and re-delivery, the lessee shall pay to the lessor in respect to each machine so destroyed the sum of One Hundred and Fifty Dollars (\$150) as partial reimbursement to the lessor for such destruction, and the lessee shall forthwith return whatever remains of the machinery so destroyed to the lessor at Beverly, Massachusetts.

Four. The lessee shall pay all taxes and assessments which shall be assessed in respect to the leased machinery or other machinery of the lessor held by the lessee under lease or license upon whomsoever assessed. All taxes or assessments in respect to leases, licenses or agreements covering machinery, or the rights to payments thereunder, shall be construed, for the purposes of this article, to be assessed in respect to the machinery itself. In case at any time any unapportioned tax or assessment shall be assessed to the lessor in respect in part but not wholly to machinery of the lessor in the possession of the lessee the lessee shall pay to the lessor such proportionate part of the total amount of said unapportioned tax or assessment as the fair valuation, to be determined by the lessor, of said machinery of the lessor in the possession of the lessee bears to the fair valuation, to be determined by the lessor, of all machinery (excepting machinery, if any, in the lessor's own possession) in respect to which the unapportioned tax or assess-

ment has been assessed; provided, however, that if such unapportioned tax or assessment includes any tax or assessment in respect to tangible property in the lessor's own possession the amount thereof, based, at the established rate, upon the fair valuation, to be determined by the lessor, of such property, shall first be deducted and the lessee shall pay his proportionate part as aforesaid of the balance only of said unapportioned tax or assessment after such deduction has been made.

Five. The lessee shall use the leased machinery to its full capacity on all boots, shoes, footwear, and other articles made in his factory in the manufacture of which it can be used, but the leased machinery shall not nor shall any part thereof be used in the manufacture of any welted boots, shoes, or other footwear which have been or shall be welted or the soles stitched by the aid of any welt sewing or sole stitching machinery not held by the lessee under lease from the lessor, or in the manufacture of any turn boots, shoes, or other footwear the soles of which have been or shall be attached to their uppers by the aid of any turn sewing machinery not held by the lessee under lease from the lessor or in the manufacture of any boots, shoes or other footwear which have been or shall be lasted, pegged, slugged, heel seat nailed, or otherwise partly made by the aid of any lasting or pegging or "Metallic" machinery or mechanisms not held by the lessee under lease from the lessor or in the manufacture of any boots, shoes, or other footwear the heels of which have been or shall be compressed or prepared by the lessee in whole or in part, or have been or shall be attached by the aid of any "heeling" machinery not held by the lessee under lease from the lessor.

Six. The lessee, as rent or royalty for the leased machinery, shall purchase exclusively of the lessor or its authorized agents, at the prices from time to time established by the lessor, all eyelets used by him in or in connection with the leased machinery, and shall pay therefor upon the regular terms established by the lessor therefor.

Seven. The lessor may attach to the leased machinery or any thereof an indicator or indicators to register the number of revolu-

tions or movements of any part or parts thereof, and the lessee shall not allow any person (other than the the lessor or its agents) to disturb or interfere with such indicator or indicators. In case any indicator thus attached shall from any cause cease to correctly indicate or register, or shall be disturbed or out of repair, or if the glass covering any such indicator shall be removed or broken or injured, then and as often as the same shall happen the lessee shall immediately, by writing, notify the lessor, and at the same time explain the circumstances under which the same has happened. The lessee shall keep full and accurate accounts, independently of any indicators that may be placed upon the leased machinery, showing the number of boots, shoes, footwear, and other articles, or portions thereof in the manufacture or preparation of which the leased machinery or any part thereof shall have been used, and shall allow the lessor at all times by its agents or attorneys to examine and to take copies of such accounts and entries of the lessee as may determine the total number of boots, shoes, footwear, and other articles, or portions thereof, made or prepared or operated upon by the aid of the leased machinery or any part thereof, and the lessee shall produce all such accounts and entries upon request. The lessee shall also furnish any further information which may be called for in relation to the leased machinery or the use thereof.

And that the following stipulations and provisions are agreed to:—

Eight. The term of this agreement shall be seventeen years from the date hereof. The lease of the leased machinery and license to use the same hereby granted shall continue, unless sooner terminated by the lessor because of breach thereof on the part of the lessee, or otherwise as herein provided, for the full term of this agreement; but in case at any time the lessee shall discontinue or suspend the operation of said factory, or shall discontinue or suspend the manufacture in said factory in the regular course of business of articles in the manufacture of which the leased machinery can be used, or if at any time or for any reason the lessee shall fail or cease to make regular use of the leased machinery in the ordinary course of business, then the lessor shall have the right at its option,

by notice in writing to the lessee, to terminate forthwith the lease and license hereby granted, and in case at any time any breach or default shall be made in the observance of any one or more of the conditions in this agreement contained or contained in any other lease or license agreement subsisting between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise and expressed to be obligatory upon the lessee, the lessor shall have the right by notice in writing to the lessee to terminate forthwith any or all leases of or licenses to use machinery then in force between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and this notwithstanding that previous breaches or defaults may have been unnoticed, waived, or condoned by or on behalf of the lessor. If, upon the expiration of the full term of this agreement, the lessor does not request the return of the leased machinery, then the leased machinery shall continue to be held and used under and in accordance with the conditions, stipulations and provisions in this agreement contained and this agreement and the lease and license herein contained shall thereupon be extended indefinitely as to term; but thereafter either the lessee or the lessor, upon sixty days' notice in writing to the other, may terminate this agreement and the lease and license herein contained, whereupon the leased machinery shall be delivered forthwith to the lessor, as herein provided. Upon the expiration or termination of the lease hereby granted or any extension thereof by notice or by reason of any default on the part of the lessee as to the terms of this agreement or of any other lease or license agreement from the lessor or otherwise, in any manner whatsoever, the lessee shall forthwith at his own expense deliver the leased machinery to the lessor at Beverly, Massachusetts, complete and in good order, reasonable wear and tear alone excepted; and shall thereupon pay to the lessor such sum as may be necessary to put the leased machinery in suitable order and condition to lease to another lessee, and in addition thereto the lessee shall also, without prejudice to any other rights or remedies of the lessor hereunder, pay to the lessor the sum of One Hundred Dollars (\$100) for each machine hereby leased as compensation for setting up the leased machinery

in his factory, for instructing operators, and for deterioration of the leased machinery; and the lessee for himself, his heirs, executors and administrators, hereby grants to the lessor, its successors and assigns, full right, power and authority to enter upon the premises and into any factory, room, or any place where the leased machinery, or any part thereof, may be, and take possession thereof, and take away the same.

Nine. A notice in writing, signed by the president, a vice-president, the treasurer or an assistant treasurer of the lessor or by any assignee of the lessor's rights hereunder and posted by prepaid letter, addressed to the lessee or delivered at his usual or last known place of abode or business, that the lease and license hereby granted is terminated or shall be terminated at the expiration of a certain period, shall be a sufficient termination of the lease and license from the time of posting or delivering such notice, or from the expiration of the period therein mentioned, as the case may be. Any termination of this agreement or of the lease and license hereby granted shall not release the lessee from his obligation to pay rent or royalty for the period prior to such termination, and shall be without prejudice to any other rights or remedies which the lessor may have for violation of contract, use of machines without right, or use of patented inventions without license.

Ten. The lessee admits the validity for the full term expressed in the grant thereof (and every extension and renewal thereof) of each and every of the Letters Patent of the United States of America owned by the lessor or under which it is licensed, any of the inventions of which are or hereafter may be embodied in the leased machinery. The lessee also agrees that he will not directly or indirectly infringe or contest the validity for the full term expressed in the grant thereof or of any extension or renewal thereof, of any of the Letters Patent referred to in the Schedule of Patents hereto annexed or the title of the lessor thereto. The expiration of this agreement or any extension thereof or the termination or cesser of the lease and license hereby granted shall not in way affect the provisions of this clause, or release or discharge the lessee from the admissions and estoppels herein set forth.

Eleven. None of the conditions, stipulations or provisions of

this agreement shall be held to have been waived by any act or knowledge of the lessor, its agents or employees, but only by an instrument in writing, signed by the president, a vice-president or the treasurer of the lessor.

Twelve. The term "lessor" shall include the said United Shoe Machinery Company and its successors and assigns. All the conditions, stipulations and provisions binding on the lessee shall be binding on and enforceable against his legal representatives. In the construction of this instrument, words relating to the number and gender of the parties shall be read according to their real number and gender.

In witness whereof, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

by

by

☞ If lessee is a corporation, add corporate seal.

SCHEDULE OF PATENTS.

(Referred to in Article Ten herein.)

No. 603,023 Apr. 26, 1898.	No. 833,515 Oct. 16, 1906.
No. 605,574 June 14, 1898.	No. 874,669 Dec. 24, 1907.
No. 606,964 July 5, 1898.	No. 880,376 Feb. 25, 1908.
No. 636,175 Oct. 31, 1899.	No. 898,729 Sept. 15, 1908.
No. 638,994 Dec. 12, 1899.	No. 908,453 Jan. 5, 1909.
No. 663,389 Dec. 4, 1900.	No. 915,996 Mar. 23, 1909.
No. 672,056 Apr. 16, 1901.	No. 918,694 Apr. 20, 1909.
No. 672,884 Apr. 30, 1901.	No. 921,648 May 11, 1909.
No. 683,488 Oct. 1, 1901.	No. 926,903 July 6, 1909.
No. 707,643 Aug. 26, 1902.	No. 934,066 Sept. 14, 1909.
No. 707,644 Aug. 26, 1902.	No. 964,626 July 19, 1910.

[On back:]

United Shoe Machinery Company.

Eyeletting Department.

Power Eyeletting Machine. T.

Lease No. _____, Lessee.

Date, _____ 19 .

Machines.

PLAINTIFF'S EXHIBIT 44.

[Put in Evidence, page 394.]

General Department.

[1809]

Lease and License Agreement Number .

This Agreement made at Boston, in the State of Massachusetts, this day of 19 , between the United Shoe Machinery Company, a corporation organized under the laws of the State of New Jersey, having an office in said Boston, hereinafter referred to as the lessor, of the one part, and of in the State of , hereinafter referred to as the lessee, of the other part :

Witnesseth, that the lessor in consideration of the covenants and agreements on the part of the lessee herein contained, does hereby lease to and license the lessee under any letters patent belonging to the lessor or under which the lessor has the right to grant such license affecting any inventions which are now or hereafter shall be embodied therein or employed in the operation thereof, to use

Ideal Clicking Machine(s), No(s).

and any duplicate parts, extras, mechanisms and devices relating thereto, or used in connection therewith, now attached to or delivered with the said designated machine or machines, or which may at any time hereafter be obtained from the lessor, or be added thereto by or with the consent of the lessor, and also the Clicking Machine dies of the lessor now, heretofore or hereafter delivered to the lessee subject to the conditions hereinafter contained.

The term "leased machinery" wherever used herein shall be construed to include the whole of the machine or machines hereby leased, and all said duplicate parts, extras, mechanisms and devices except dies.

The term "Clicking Machine dies of the lessor" wherever used herein shall be construed to include all Clicking Machine dies originally manufactured or supplied by the lessor and obtained by the lessee either directly from the lessor or from another lessee of the lessor's Clicking Machines.

And that the following are agreed to as conditions of this agreement, all of which the lessee covenants and agrees to keep and perform:—

One. The leased machinery shall at all times remain and be the sole and exclusive property of the lessor, and the lessee shall have no right of property therein, but only the right to use the same upon the conditions herein contained. The leased machinery shall be used only by the lessee himself, or by operatives in his direct employ, and only in the factory now occupied by him at in the State of , unless the lessor shall by an instrument in writing signed by its president, vice-president or treasurer, authorize the lessee to remove the leased machinery and to use the same elsewhere. The leased machinery shall not be transferred or delivered or sublet to any other person or corporation, and neither this agreement nor the lease nor the license hereby granted can be assigned by the lessee by his own act or by operation of law. **Clicking Machine dies of the lessor shall be used only in connection with Ideal Clicking Machines held by the lessee under lease from the lessor; but the same may be transferred by the lessee to any other lessee of the lessor's Clicking Machines, subject, however, to the conditions of the lease or leases under which such Clicking Machines are held by such other lessee.** If the lessee becomes insolvent or bankrupt, or has a receiving order made against him, or makes or executes any bill of sale, deed of trust or assignment for the benefit of his creditors, or if a sale, mortgage, lease or unauthorized removal of the leased machinery, or any part thereof, be made or attempted, or if any distress or execution or attachment be levied thereon, then and in each such case any or all leases of or licenses to use machinery then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, shall at the option of the lessor cease and determine, and the possession of and full right to and control of all machinery the leases or licenses of which are so terminated, shall thereupon revert in the lessor free from all claims and demands whatsoever. The lessor and its agents and employees shall at all times be given access to the leased machinery for the purpose of inspecting it or watching its use and operation, or of altering, repairing, improving, or adding to it, or determining the nature or extent of its use, and the lessee shall afford all reasonable facilities therefor.

Two. The lessee shall at all times and at his own expense keep the leased machinery in good and efficient working order and condition, and shall not permit any one to injure or deface or remove any plate, or dates, numbers, or other inscriptions now or hereafter impressed on or affixed to the leased machinery or to the Clicking Machine dies of the lessor. The lessee shall obtain from the lessor exclusively, and shall pay therefor at the regular prices from time to time established by the lessor, all the duplicate parts, extras, mechanisms and devices of every kind needed or used in operating, repairing, or renewing the leased machinery, and the same shall form part of the leased machinery, and the lessee shall not otherwise make or allow to be made any addition, subtraction or alteration to, from, or in the leased machinery, or interfere with the proper operation of the same.

Three. The leased machinery shall at all times, until the expiration or termination of the lease thereof and license to use the same hereby granted and the re-delivery of the leased machinery into the possession of the lessor as hereinafter provided, be held at the sole risk of the lessee from injury, loss, or destruction, and in case any machine or machines hereby leased shall be destroyed by fire or otherwise before such expiration or termination and re-delivery, the lessee shall pay to the lessor upon demand the sum of One Hundred and Fifty Dollars (\$150) in respect to each machine so destroyed as partial reimbursement to the lessor for such destruction, and the lessee shall forthwith return whatever remains of all the machinery so destroyed to the lessor, at Beverly, Massachusetts.

Four. The lessee shall pay all taxes and assessments which shall be assessed in respect to the leased machinery and dies or other machinery of the lessor held by the lessee under lease or license upon whomsoever assessed. All taxes or assessments in respect to leases, licenses or agreements covering machinery, or the rights to payments thereunder, shall be construed, for the purposes of this article, to be assessed in respect to the machinery itself. In case at any time any unapportioned tax or assessment shall be assessed to the lessor in respect in part, but not wholly, to machinery of the

lessor in the possession of the lessee the lessee shall pay to the lessor such proportionate part of the total amount of said unapportioned tax or assessment as the fair valuation, to be determined by the lessor, of said machinery of the lessor in the possession of the lessee bears to the fair valuation, to be determined by the lessor, of all machinery (excepting machinery, if any, in the lessor's own possession) in respect to which the unapportioned tax or assessment has been assessed; provided, however, that if such unapportioned tax or assessment includes any or assessment in respect to tangible property in the lessor's own possession the amount thereof, based, at the established rate, upon the fair valuation, to be determined by the lessor, of such property, shall first be deducted and the lessee shall pay his proportionate part as aforesaid of the balance only of said unapportioned tax or assessment after such deduction has been made.

Five. The leased machinery shall be used for no other purpose than for cutting out the parts of footwear made by or for the lessee, which are cut from materials other than sole leather, and for that purpose the lessee shall use the leased machinery to its full capacity limited only by the amount of work of the kind which the leased machinery is designed to perform done by or for the lessee by the aid of machinery. The leased machinery shall not be used for cutting sole leather.

Six. The lessee shall pay to the lessor on the last day of each calendar month the amount or amounts set forth in the following Schedule of Payments in respect to each pair of footwear of a kind or kinds therein specified cut during the preceding calendar month in whole or in part by the aid of any clicking machine or machines held by the lessee under lease from the lessor or by the aid of any Clicking Machine dies of the lessor.

SCHEDULE OF PAYMENTS.

	Per Pair.
For all footwear which is lasted by machinery not held by the lessee under lease from the lessor . . .	1 cent
For all welted footwear which is welted or stitched by machinery not held by the lessee under lease from the lessor	6 cents

For all turned footwear the soles of which are sewed to
 their uppers by machinery not held by the lessee
 under lease from the lessor 1 $\frac{3}{4}$ cents

Provided, however, that in all cases when the lessee shall pay to the lessor on or before the fifteenth day of the calendar month the amount due to the lessor under the provisions of this paragraph for the next preceding calendar month, the lessor will in consideration of such prompt payment grant a discount of fifty per cent. from the amount due for such preceding calendar month.

Seven. The lessee shall also pay to the lessor an amount equal to five cents for each inch of cutting edge of all dies (other than Clicking Machine dies of the lessor) which are used in or in connection with the leased machinery or which during the continuance of any lease between the lessee and the lessor covering any one or more Clicking Machines are manufactured or obtained by or for the lessee which are adapted for use in or in connection with the leased machinery for any purpose for which the leased machinery is hereby licensed. Said amount in respect to any such dies now in the possession of or in the factory of the lessee shall be due and payable forthwith, and in respect to all such dies hereafter manufactured or obtained by or for the lessee shall be due and payable immediately upon the manufacture or obtaining thereof by or for the lessee, as the case may be. The lessee shall forthwith notify the lessor in writing of any and all such dies now in the possession of or in the factory of the lessee, and at any and all times hereafter upon any such dies coming into the possession of or the factory of the lessee by manufacture, purchase, or otherwise the lessee shall likewise notify the lessor in writing. The notices by the lessee to the lessor herein provided for shall give to the lessor all such information as may be necessary for the lessor to determine the amount due to the lessor in respect to any and all such dies, and, if the lessor so desires, the lessee shall permit the lessor to examine and measure the same. Excepting Clicking Machine dies of the lessor, the lessee agrees that he will not use or permit to be used in or in connection with the leased machinery or in or in connection with any Clicking machinery held by the lessee under any lease or license

or agreement from the lessor any dies in respect to which the lessee has not paid to the lessor five cents per inch for each inch of cutting edge thereof.

Eight. The lessor may attach to the leased machinery, or any thereof, an indicator or indicators to register the number of revolutions or movements of any part or parts thereof, and the lessee shall not allow any person (other than the lessor or its agents) to disturb or interfere with any such indicator or indicators. In case any indicator thus attached shall from any cause cease to correctly indicate or register, or shall be disturbed or out of repair, or if the glass covering any such indicator shall be removed or broken or injured, then and as often as the same shall happen the lessee shall immediately by writing notify the lessor, and at the same time explain the circumstances under which the same has happened. In case any such indicator ceases to indicate, or becomes or remains inaccurate, or the glass covering becomes or remains removed, broken, or injured, because of any fault of the lessee or any one in his employ, or because of the failure of the lessee to give promptly the notice hereinbefore provided for, then, without any prejudice to other rights or remedies of the lessor hereunder, the lessee shall pay the lessor as rent or royalty, without the right to any discount, the sum of seven cents per pair for each pair of footwear, or portions thereof, in the manufacture or preparation of which the leased machinery or any part thereof shall have been used. The lessee shall, if so requested by the lessor, keep full and accurate accounts, independently of any indicators that may be placed upon the leased machinery, showing the amount of footwear, or portions thereof, in the manufacture or preparation of which the leased machinery or any part thereof or Clicking Machine dies of the lessor shall have been used, and shall allow the lessor at all times, by its agents or attorneys, to examine and to take copies of such accounts and entries of the lessee as may serve to determine the total amount of footwear, or portions thereof, made or prepared by the aid of the leased machinery or any part thereof, or by the aid of the Clicking Machine dies of the lessor, and the lessee shall produce all such accounts and entries upon request. The lessee shall also, if so requested by the

lessor, require each of his operators to keep upon blanks or blank-books to be furnished by the lessor accurate daily records of the amount of footwear, or portions thereof, in the making or preparation of which he has used the leased machinery or any part thereof, or Clicking Machine dies of the lessor, and shall require his operators to sign such records, and, if requested so to do by the lessor, shall verify the same under oath. The lessee shall send to the office of the lessor in Boston, on or before the fifth day of each calendar month, the original records for the next preceding calendar month kept by his operators as above provided for; and in case, in any calendar month, any one or more of the machines hereby leased has been entirely idle, the lessee, on or before the fifth day of the next succeeding calendar month, shall send to the office of the lessor in Boston the blank for said month for each such idle machine marked "not in use" and signed by the lessee. The lessee shall also furnish any further information which may be called for in relation to the leased machinery or the use thereof.

And that the following stipulations and provisions are agreed to:—

Nine. If at any time the lessee shall fail or cease to use exclusively Clicking Machines held by him under lease from the lessor for cutting all footwear made by or for him, which is cut by the aid of machinery, the lessor, although it may have waived or ignored prior instances of such failure or cessation, may at its option terminate forthwith by notice in writing any or all leases of or licenses to use Clicking Machines then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise; and the possession of and full right to and control of all machinery the leases or licenses of which are so terminated shall thereupon revert in the lessor free from all claims and demands whatsoever.

Ten. The term of this agreement shall be seventeen years from the date hereof. The lease of and license to use the leased machinery and Clicking Machine dies of the lessor hereby granted shall continue, unless sooner terminated by the lessor because of breach thereof on the part of the lessee, or otherwise as in this

agreement provided, for the full term of this agreement. But if any breach or default shall be made in the observance of any one or more of the conditions in this agreement contained or contained in any other lease or license agreement subsisting between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and expressed to be obligatory upon the lessee, the lessor shall have the right, by notice in writing to the lessee, to terminate forthwith any or all leases of or licenses to use machinery then in force between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and this notwithstanding that previous breaches or defaults may have been unnoticed, waived, or condoned by or on behalf of the lessor. If, upon the expiration of the full term of this agreement, the lessor does not request the return of the leased machinery, then the leased machinery and dies shall continue to be held and used under and in accordance with the conditions, stipulations, and provisions in this agreement contained, and this agreement and the lease and license herein contained shall thereupon be extended indefinitely as to term; but thereafter either the lessee or the lessor, upon sixty days' notice in writing to the other, may terminate this agreement and the lease and license herein contained, whereupon the leased machinery shall be delivered forthwith to the lessor, as herein provided. Upon the expiration or termination of this agreement or any extension thereof or of the lease and license herein contained, by notice or by reason of any default on the part of the lessee as to the terms of this agreement or any other lease or license agreement from the lessor or otherwise, in any manner whatsoever, the lessee shall forthwith deliver the leased machinery to the lessor at Beverly, Massachusetts, complete and in good order, reasonable wear and tear alone excepted; and shall thereupon pay to the lessor without prejudice to any other rights or remedies of the lessor the sum of One Hundred Dollars (\$100) in respect to each machine hereby leased as partial reimbursement to the lessor for deterioration of the leased machinery, expenses in connection with the installation thereof and instruction of operators; and the lessee, for himself, his heirs, executors and administrators, successors and

assigns, hereby grants to the lessor, its successors and assigns, full right, power and authority to enter upon the premises and into any factory, room, or any place where the leased machinery or any part thereof may be, and take possession thereof, and take away the same; and in no case shall the lessee have any claim for the repayment or offset of any sum or sums, or any part thereof, which shall have been paid under this agreement or in respect to the lease or license herein contained or in any wise in respect to the leased machinery or dies.

Eleven. In case at any time the lessee shall have in his possession more Clicking Machines than in the opinion of the lessor are necessary for the lessee's work and the lessor shall notify the lessee in writing requesting the return of one or more such Clicking Machines, the lessee shall either return to the lessor at Beverly, Massachusetts, or at the lessee's election may retain such machines upon a monthly rental for each such machine of one dollar per month, payable upon the fifteenth day of each month. In case such excess machines shall be returned by the lessee to the lessor in accordance with the provisions of this Article only and without breach or default by the lessee in respect to any of the conditions, stipulations or provisions of this agreement or of any other lease or license agreement between the lessee and the lessor, the lessee shall pay to the lessor such sum as may be necessary to put the machine or machines so returned in suitable order and condition to lease to another lessee and shall not be required to make the payment provided for in Article Ten hereof. In case the lessee elects to retain such machines upon rental as aforesaid, such rental shall continue until such time as the lessee shall either return the same to the lessor at said Beverly or the lessor shall notify the lessee that such payment may be discontinued.

The provisions of this article hereof are independent of and in addition to all other rights of the lessor hereunder.

Twelve. A notice in writing, signed by the president, a vice-president, the treasurer or an assistant treasurer of the lessor, or by any assignee of the lessor's rights hereunder and posted by prepaid letter, addressed to the lessee or delivered at his usual or last

known place of abode or business, that the lease and license hereby granted is terminated or shall be terminated at the expiration of a certain period, shall be a sufficient termination of the lease and license from the time of posting or delivering such notice, or from the expiration of the period therein mentioned, as the case may be. Any termination of this agreement or of the lease and license hereby granted shall not release the lessee from his obligation to pay rent or royalty for the period prior to such termination and shall be without prejudice to any rights or remedies which the lessor may have for violation of contract, use of machines without right, or use of patented inventions without license.

Thirteen. The lessee admits the validity for the full term expressed in the grant thereof (and every extension and renewal thereof) of each and every of the Letters Patent of the United States of America, owned by the lessor or under which it is licensed, any of the inventions of which are or hereafter may be embodied in the leased machinery or dies. The lessee also agrees that he will not directly or indirectly infringe or contest the validity for the full term expressed in the grant thereof or of any extension or renewal thereof, of any of the Letters Patent referred to in the Schedule of Patents hereto annexed or the title of the lessor thereto. The expiration of this agreement or any extension thereof or the termination or cesser of the lease and license hereby granted shall not in any way affect the provisions of this clause, or release or discharge the lessee from the admissions and estoppels herein set forth.

Fourteen. None of the conditions, stipulations or provisions of this agreement shall be held to have been waived by any act or knowledge of the lessor, its agents or employees, but only by an instrument in writing, signed by the president, a vice-president, or the treasurer of the lessor.

Fifteen. The term "lessor" shall include the said United Shoe Machinery Company and its successors and assigns. All the conditions, stipulations and provisions binding on the lessee shall be binding on and enforceable against his legal representatives. In the construction of this instrument, words relating to the number

and gender of the parties shall be read according to their real number and gender.

In witness whereof, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

by

by

~~by~~ If lessee is a corporation, add corporate seal.

SCHEDULE OF PATENTS.

(Referred to in Article Thirteen herein.)

918,728, April 20, 1909	1,003,480, Sept. 19, 1911
921,503, May 11, 1909	1,004,757, Oct. 3, 1911
922,926, May 25, 1909	1,005,139, Oct. 10, 1911
946,619, Jan. 18, 1910	1,006,453, Oct. 24, 1911
950,986, March 1, 1910	1,006,568, Oct. 24, 1911
968,090, Aug. 23, 1910	1,007,126, Oct. 31, 1911
968,117, Aug. 23, 1910	1,010,476, Dec. 5, 1911
968,118, Aug. 23, 1910	1,011,903, Dec. 19, 1911
974,373, Nov. 1, 1910	1,016,983, Feb. 13, 1912
985,973, March 7, 1911	1,018,520, Feb. 27, 1912
990,248, April 25, 1911	

[On back:]

United Shoe Machinery Company.
General Department.
Ideal Clicking Machine.

Lease No., Lessee.
Date, 19 . . .
Machines.

PLAINTIFF'S EXHIBIT 45.

[Put in Evidence, page 396.]

Pegging Machine Department. [Form J. P. M. A., 1206.]

Lease and License Number .

Davey Pegging Machine.

This Lease and Agreement made at Boston, in the State of Massachusetts, this day of 19 , between the United Shoe Machinery Company, a corporation organized under the laws of the State of New Jersey, having an office in said Boston, hereinafter referred to as the lessor, of the one part, and of in the State of , hereinafter referred to as the lessee, of the other part :

Witnesseth, that the lessor, in consideration of the covenants and agreements on the part of the lessee herein contained, does hereby lease to and license the lessee under any letters patents belonging to the lessor or under which the lessor has the right to grant such license affecting any inventions which are now or hereafter shall be embodied therein, to use

Davey Pegging Machine No.

now or hereafter delivered to the lessee and any duplicate parts, extras, mechanisms and devices relating thereto, or used in connection therewith, now attached to or delivered with the said designated machine or which may at any time hereafter be obtained from the lessor, or be added thereto by or with the consent of the lessor (which machine, together with all duplicate parts, extras, mechanisms and devices, held by the lessee under these presents, whether now or hereafter delivered to or in the possession of the lessee, is hereinafter referred to as the "leased machinery"), subject to the conditions hereinafter contained.

And that the following are agreed to as conditions of the lease and license of the leased machinery, all of which the lessee covenants and agrees to keep and perform : —

One. The leased machinery shall at all times remain and be the sole and exclusive property of the lessor, and the lessee shall have no right of property therein, but only the right to use the same, upon the conditions herein contained. The leased machinery shall

be used only by the lessee himself, or by operatives in his direct employ, and only in the factory now occupied by him at in the State of . The leased machinery shall not be transferred or delivered or sublet to any other person or corporation, and neither the lease nor the license hereby granted can be assigned by the lessee by his own act or by operation of law. If the lessee becomes insolvent or bankrupt, or has a receiving order made against him, or makes or executes any bill of sale, deed of trust or assignment for the benefit of his creditors, or if a sale, mortgage, lease or removal of the leased machinery, or any part thereof, be made or attempted, or if any distress or execution or attachment be levied thereon, then and in each such case any or all leases of or licenses to use machinery then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, shall at the option of the lessor cease and determine, and the possession of and full right to and control of all machinery the leases or licenses of which are so terminated, shall thereupon revert in the lessor free from all claims and demands whatsoever. The lessor and its agents and employees shall at all times be given access to the leased machinery for the purpose of inspecting it or watching its use and operation, or of altering, repairing, improving, or adding to it, or determining the nature or extent of its use, and the lessee shall afford all reasonable facilities therefor.

Two. The lessee shall at all times and at his own expense keep the leased machinery in good and efficient working order and condition, and shall not permit any one to injure or deface or remove any plate, or dates, numbers, or other inscriptions now or hereafter impressed on or affixed to the leased machinery by the lessor. The lessee shall obtain from the lessor exclusively, and shall pay therefor at the regular prices from time to time established by the lessor, all the duplicate parts, extras, mechanisms and devices, of every kind needed or used in operating, repairing, or renewing the leased machinery, and the same shall form part of the leased machinery, and the lessee shall not otherwise make or allow to be made any addition, subtraction or alteration to, from, or in the

leased machinery nor interfere with the proper operation of the same.

Three. The leased machinery shall at all times, until the expiration or termination of the lease thereof and license to use the same hereby granted and the re-delivery of the leased machinery into the possession of the lessor as hereinafter provided, be held at the sole risk of the lessee from injury, loss or destruction, and in case the same shall be destroyed by fire or otherwise before such expiration or termination and re-delivery, the lessee shall pay to the lessor the sum of Two Hundred Dollars (\$200) as partial reimbursement to the lessor for such destruction, and the lessee shall forthwith return whatever remains of the leased machinery to the lessor at Beverly, Massachusetts.

Four. The lessee shall pay all taxes and assessments which shall be assessed in respect to the leased machinery or other machinery of the lessor held by the lessee under lease or license upon whomsoever assessed. All taxes or assessments in respect to leases, licenses or agreements covering machinery, or the rights to payments thereunder, shall be construed, for the purposes of this article, to be assessed in respect to the machinery itself. In case at any time any unapportioned tax or assessment shall be assessed to the lessor in respect in part but not wholly to machinery of the lessor in the possession of the lessee the lessee shall pay to the lessor such proportionate part of the total amount of said unapportioned tax or assessment as the fair valuation, to be determined by the lessor, of said machinery of the lessor in the possession of the lessee bears to the fair valuation, to be determined by the lessor, of all machinery (excepting machinery, if any, in the lessor's own possession) in respect to which the unapportioned tax or assessment has been assessed; provided, however, that if such unapportioned tax or assessment includes any tax or assessment in respect to tangible property in the lessor's own possession the amount thereof, based, at the established rate, upon the fair valuation, to be determined by the lessor, of such property, shall first be deducted and the lessee shall pay his proportionate part as aforesaid of the

balance only of said unapportioned tax or assessment after such deduction has been made.

Five. The lessee shall use the leased machinery to its full capacity on all boots, shoes, and other footwear made in his factory which are or are to be pegged, except that the leased machinery shall not, nor shall any part thereof, be used in the manufacture of any boots, shoes, or other footwear which have been or shall be lasted on machines not held by the lessee under lease from the lessor, or in the manufacture of any boots, shoes or other footwear which have been or shall be slugged, heel seat nailed, or otherwise partly made by the aid of any "Metallic" machinery not held by the lessee under lease from the lessor.

Six. The lessee shall pay to the lessor on the last day of each calendar month as rent or royalty the sum of two (2) cents for each pair of men's and boys' and the sum of one and one half ($1\frac{1}{2}$) cents for each pair of women's, misses', youths' and children's boots, shoes or other footwear, or portions thereof, pegged or manufactured or prepared during the next preceding calendar month in any way, whether wholly or in part, by the aid of any leased machinery or any part thereof: **provided, however, that in all cases when the lessee shall pay to the lessor on or before the fifteenth day of the calendar month the rent or royalty due for the use of the leased machinery for the next preceding calendar month, the lessor will in consideration of such prompt payment grant a discount of fifty per cent. from such rent or royalty due for such preceding calendar month.** The lessee guarantees that the rent or royalty herein provided (less all abatements) shall amount in each calendar year, ending December 31, to at least ten (10) dollars for each calendar month and at the end of each such calendar year the lessee shall pay to the lessor the amount, if any, by which the rent or royalty paid for said year is less than such guaranteed rent or royalty: **provided, however, that if in any calendar year the factory of the lessee remains wholly idle for any entire calendar month, then the amount of rent or royalty guaranteed for that year shall be reduced by one twelfth for each such month that the factory thus remains wholly idle.**

Seven. The lessor may attach to the leased machinery or any thereof an indicator or indicators to register the number of revolutions or movements of any part or parts thereof, and the lessee shall not allow any person (other than the lessor or its agents) to disturb or interfere with such indicator or indicators. In case any indicator thus attached shall from any cause cease to correctly indicate or register, or shall be disturbed or out of repair, or if the glass covering any such indicator shall be removed or broken or injured, then and as often as the same shall happen the lessee shall immediately by writing notify the lessor and at the same time explain the circumstances under which the same has happened. In case any such indicator ceases to indicate, or becomes or remains inaccurate, or the glass covering becomes or remains removed, broken or injured, because of any fault of the lessee or any one in his employ, or because of the failure of the lessee to give promptly the notice hereinbefore provided for, then, without prejudice to any other rights of the lessor hereunder, the lessee shall pay the lessor, as rent or royalty without the right to any discount, two cents per pair for each pair of boots, shoes, or other footwear or portions thereof in the manufacture of which the leased machinery or any part thereof shall have been used. The lessee shall keep full and accurate accounts independently of any indicators that may be placed upon the leased machinery, showing the number of each kind of boots, shoes, and other footwear, or portions thereof, in the manufacture of which the leased machinery or any part thereof shall have been used, and shall allow the lessor at all times, by its agents or attorneys, to examine and to take copies of such accounts and entries of the lessee as may serve to determine the total number of boots, shoes or other footwear or portions thereof made by the aid of the leased machinery or any part thereof, and the lessee shall produce all such accounts and entries upon request. The lessee shall require each of his operators upon the leased machinery or any part thereof to keep upon blanks or blank books to be furnished by the lessor accurate daily records of the number of each kind of boots, shoes and other footwear, or portions thereof, in the making of which he has used the leased machinery or any part

thereof, and shall require his operators to sign such records, and if requested so to do by the lessor, shall verify the same under oath. The lessee shall send to the office of the lessor in Boston, on or before the fifth day of each calendar month, the original records for the next preceding calendar month kept by his operators as above provided for; and in case, in any calendar month, none of the leased machinery has been used, the lessee, on or before the fifth day of the next succeeding calendar month shall send to the office of the lessor in Boston the blank for said month marked "not in use," and signed by the lessee. The lessee shall also furnish any further information which may be called for in relation to the leased machinery or the use thereof.

And that the following agreements, stipulations and provisions are agreed to:—

Eight. If at any time the lessee shall fail or cease to use exclusively pegging machinery held by him under lease from the lessor for pegging all boots, shoes, and other footwear made by or for him which are pegged by the aid of machinery, the lessor, although it may have waived or ignored prior instances of such failure or cessation, may, at its option, terminate forthwith by notice in writing any or all leases of or licenses to use "Pegging Machine Department" machinery, then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and the possession of and full right to and control of machinery the lease or license of which is so terminated shall thereupon revert in the lessor free from all claims and demands whatsoever.

Nine. This lease and license shall continue, unless sooner terminated by the lessor because of breach thereof on the part of the lessee, or otherwise as herein provided, for seventeen years from the date hereof. But if any breach or default shall be made in the observance of any one or more of the conditions herein contained or contained in any other lease or license agreement subsisting between the lessor and the lessee whether as the result of assignment to the lessor or otherwise and expressed to be obligatory upon the lessee, the lessor shall have the right, by notice in writing to the lessee, to terminate forthwith any or all leases of or

lies to use machinery then in force between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and this notwithstanding that previous breaches or defaults may have been unnoticed, waived or condoned by or on behalf of the lessor. If, upon the expiration of the full term of this lease, the lessor does not request the return of the leased machinery, then the leased machinery shall continue to be held and used under and in accordance with the conditions of this lease and license, which shall thereupon be extended indefinitely as to term; but thereafter either the lessee or the lessor, upon sixty days' notice in writing to the other, may terminate this lease and license, whereupon the leased machinery shall be delivered forthwith to the lessor, as herein provided. Upon the expiration of this lease and license or any extension thereof or its termination by notice or by reason of any default on the part of the lessee as to the terms of this lease and license or any other lease or license from the lessor or otherwise in any manner whatsoever, the lessee shall forthwith deliver the leased machinery to the lessor at Beverly, Massachusetts, in good order, reasonable wear and tear alone excepted; and shall thereupon pay to the lessor without prejudice to any other rights or remedies of the lessor the sum of Two Hundred Dollars (\$200) as partial reimbursement to the lessor for deterioration of the leased machinery, expenses in connection with the installation thereof and instruction of operators; and the lessee for himself, his heirs, executors and administrators, successors and assigns, hereby grants to the lessor, its successors and assigns, full right, power, and authority to enter upon the premises and into any factory, room, or any place where the leased machinery or any part thereof may be, and take possession thereof, and take away the same; and the lessee shall have no claim for the repayment or offset of any sum or sums, or any part thereof, which shall have been paid in any wise in respect to this lease and license or the leased machinery.

Ten. A notice in writing, signed by the president, a vice-president, the treasurer or an assistant treasurer of the lessor or by any assignee of the lessor's rights hereunder and posted by prepaid

letter, addressed to the lessee or delivered at his usual or last known place of abode or business, that the lease and license hereby granted is determined or shall be determined at the expiration of a certain period, shall be a sufficient determination of the lease and license from the time of posting or delivering such notice, or from the expiration of the period therein mentioned, as the case may be. Any termination of this lease and license shall not release the lessee from his obligation to pay rent or royalty for the period prior to such termination, and shall be without prejudice to any other rights or remedies which the lessor may have for violation of contract, use of machines without right or use of patented inventions without license.

Eleven. The lessee admits the validity for the full term expressed in the grant thereof (and every extension and renewal thereof) of each and every of the Letters Patent of the United States of America, owned by the lessor or under which it is licensed, any of the inventions of which are or hereafter may be embodied in the leased machinery. The lessee also agrees that he will not directly or indirectly infringe or contest the validity for the full term expressed in the grant thereof or of any extension or renewal thereof, of any of the Letters Patent referred to in the Schedule of Patents hereto annexed or the title of the lessor thereto. The expiration of this lease and license or any extension thereof or its termination or ceaser shall not in any affect the provisions of this clause, or release or discharge the lessee from the admissions and estoppels herein set forth.

Twelve. None of the terms or conditions of this lease and license shall be held to have been waived by any act or knowledge of the lessor, its agents or employees, but only by an instrument in writing, signed by the president, a vice-president or the treasurer of the lessor.

Thirteen. The term "lessor" shall include the said United Shoe Machinery Company and its successors and assigns. All the conditions and agreements binding on the lessee shall be binding on and enforceable against his legal representatives. In the construction of this instrument, words relating to the number and gen-

der of the parties shall be read according to their real number and gender.

In witness whereof, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

by

by

 If lessee is a corporation, add corporate seal.

SCHEDULE OF PATENTS.

(Referred to in Article Eleven herein.)

No. 414,501	Nov. 5, 1889.	No. 612,487	Oct. 18, 1898.
No. 500,652	July 14, 1893.	Re. No. 11,803	Jan. 23, 1900.
No. 504,311	Aug. 29, 1893.	No. 672,056	April 16, 1901.
No. 555,434	Feb. 25, 1896.	No. 732,052	June 30, 1902.
No. 557,769	April 7, 1896.	No. 763,466	June 28, 1904.
No. 559,532	May 5, 1896.	No. 800,724	Oct. 3, 1905.
No. 581,066	April 20, 1897.	No. 834,923	Nov. 6, 1906.

[On back:]

United Shoe Machinery Company.

Pegging Machine Department.

Davey Pegging Machine.

Lease No. _____, Lessee.

Date, 19 .

Machine No.

PLAINTIFF'S EXHIBIT 46.

[Put in Evidence, page 397.]

Pegging Machine Department. [Form J. P. M. B., 107.]

Lease and License Number . . .

Davey Pegging Machine.

This Lease and Agreement made at Boston in the State of Massachusetts this day of 19 , between the United Shoe Machinery Company, a corporation organized under the laws of the State of New Jersey, having an office in said Boston, hereinafter referred to as the lessor, of the one part, and of in the State of , hereinafter referred to as the lessee, of the other part :

Witnesseth, that the lessor, in consideration of the covenants and agreements on the part of the lessee herein contained, does hereby lease to and license the lessee under any letters patent belonging to the lessor or under which the lessor has the right to grant such license affecting any inventions which are now or hereafter shall be embodied therein, to use

Davey Pegging Machine No. ,

now or hereafter delivered to the lessee and any duplicate parts, extras, mechanisms and devices relating thereto, or used in connection therewith, now attached to or delivered with the said designated machine or which may at any time hereafter be obtained from the lessor, or be added thereto by or with the consent of the lessor (which machine, together with all duplicate parts, extras, mechanisms and devices, held by the lessee under these presents, whether now or hereafter delivered to or in the possession of the lessee, is hereinafter referred to as the "leased machinery"), subject to the conditions hereinafter contained.

And that the following are agreed to as conditions of the lease and license of the leased machinery, all of which the lessee covenants and agrees to keep and perform:—

One. The leased machinery shall at all times remain and be the sole and exclusive property of the lessor, and the lessee shall have no right of property therein, but only the right to use the

same, upon the conditions herein contained. The leased machinery shall be used only by the lessee himself, or by operatives in his direct employ, and only in the factory now occupied by him at in the State of unless the lessor shall by an instrument in writing signed by its president, vice-president or treasurer authorize the lessee to remove the leased machinery and to use the same elsewhere. The leased machinery shall not be transferred or delivered or sublet to any other person or corporation, and neither the lease nor the license hereby granted can be assigned by the lessee by his own act or by operation of law. If the lessee becomes insolvent or bankrupt, or has a receiving order made against him, or makes or executes any bill of sale, deed of trust or assignment for the benefit of his creditors, or if a sale, mortgage, lease or removal of the leased machinery, or any part thereof, be made or attempted, or if any distress or execution or attachment be levied thereon, then and in each such case any or all leases of or licenses to use machinery then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, shall at the option of the lessor cease and determine, and the possession of and full right to and control of all machinery the leases or licenses of which are so terminated, shall thereupon revert in the lessor free from all claims and demands whatsoever. The lessor and its agents and employees shall at all times be given access to the leased machinery for the purpose of inspecting it or watching its use and operation, or of altering, repairing, improving, or adding to it, or determining the nature or extent of its use, and the lessee shall afford all reasonable facilities therefor.

Two. The lessee shall at all times and at his own expense keep the leased machinery in good and efficient working order and condition, and shall not permit any one to injure or deface or remove any plate, or dates, numbers, or other inscriptions now or hereafter impressed on or affixed to the leased machinery by the lessor. The lessee shall obtain from the lessor exclusively, and shall pay therefor at the regular prices from time to time established by the lessor, all the duplicate parts, extras, mechanisms and devices of every kind needed or used in operating, repairing, or renewing the

leased machinery, and the same shall form part of the leased machinery, and the lessee shall not otherwise make or allow to be made any addition, subtraction or alteration to, from, or in the leased machinery nor interfere with the proper operation of the same.

Three. The leased machinery shall at all times, until the expiration or termination of the lease thereof and license to use the same hereby granted and the re-delivery of the leased machinery into the possession of the lessor as hereinafter provided, be held at the sole risk of the lessee from injury, loss or destruction, and in case the same shall be destroyed by fire or otherwise before such expiration or termination and re-delivery, the lessee shall pay to the lessor upon demand the sum of Two Hundred Dollars (\$200) as partial reimbursement to the lessor for such destruction, and the lessee shall forthwith return whatever remains of the leased machinery to the lessor at Beverly, Massachusetts.

Four. The lessee shall pay all taxes and assessments which shall be assessed in respect to the leased machinery or other machinery of the lessor held by the lessee under lease or license upon whomsoever assessed. All taxes or assessments in respect to leases, licenses or agreements covering machinery, or the rights to payments thereunder, shall be construed, for the purposes of this article, to be assessed in respect to the machinery itself. In case at any time any unapportioned tax or assessment shall be assessed to the lessor in respect in part but not wholly to machinery of the lessor in the possession of the lessee the lessee shall pay to the lessor such proportionate part of the total amount of said unapportioned tax or assessment as the fair valuation, to be determined by the lessor, of said machinery of the lessor in the possession of the lessee bears to the fair valuation, to be determined by the lessor, of all machinery (excepting machinery, if any, in the lessor's own possession) in respect to which the unapportioned tax or assessment has been assessed; provided, however, that if such unapportioned tax or assessment includes any tax or assessment in respect to tangible property in the lessor's own possession the amount thereof, based, at the established rate, upon the fair valuation, to be determined

by the lessor, of such property, shall first be deducted and the lessee shall pay his proportionate part as aforesaid of the balance only of said unapportioned tax or assessment after such deduction has been made.

Five. The lessee shall use the leased machinery to its full capacity on all boots, shoes, and other footwear made in his factory which are or are to be pegged.

Six. The lessee shall pay to the lessor immediately after the execution hereof, as a lease premium, the sum of dollars, and the lessee shall also pay to the lessor on the last day of each calendar month as rent or royalty the sum of two (2) cents for each pair of men's and boys' and the sum of one and one half ($1\frac{1}{2}$) cents for each pair of women's, misses', youths' and children's boots, shoes, or other footwear, or portions thereof, pegged or manufactured or prepared during the next preceding calendar month in any way, whether wholly or in part, by the aid of the leased machinery or any part thereof; **provided, however, that in all cases when the lessee shall pay to the lessor on or before the fifteenth day of the calendar month the rent or royalty due for the use of the leased machinery for the next preceding calendar month, the lessor will in consideration of such prompt payment grant a discount of fifty per cent. from such rent or royalty due for such preceding calendar month.** The lessee guarantees that the rent or royalty herein provided (less all abatements) shall amount in each calendar year, ending December 31, to at least ten (10 dollars) for each calendar month and at the end of each such calendar year the lessee shall pay to the lessor the amount, if any, by which the rent or royalty paid for said year is less than such guaranteed rent or royalty: provided, however, that if in any calendar year the factory of the lessee remains wholly idle for any entire calendar month, then the amount of rent or royalty guaranteed for that year shall be reduced by one twelfth for each such month that the factory thus remains wholly idle, but such reduction shall not be allowed in respect to more than ten (10) months in any one year.

Seven. The lessor may attach to the leased machinery, or any thereof, an indicator or indicators to register the number of revolu-

tions or movements of any part or parts thereof, and the lessee shall not allow any person (other than the lessor or its agents) to disturb or interfere with any such indicator or indicators. In case any indicator thus attached shall from any cause cease to correctly indicate or register, or shall be disturbed or out of repair, or if the glass covering any such indicator shall be removed or broken or injured, then and as often as the same shall happen, the lessee shall immediately, by writing, notify the lessor, and at the same time explain the circumstances under which the same has happened. In case any such indicator ceases to indicate, or becomes or remains inaccurate, or the glass covering becomes or remains removed, broken, or injured, because of any fault of the lessee or any one in his employ, or because of the failure of the lessee to give promptly the notice hereinbefore provided for, then, without prejudice to any other rights of the lessor hereunder, the lessee shall pay the lessor, as rent or royalty without the right to any discount, two cents per pair for each pair of boots, shoes, or other footwear, or portions thereof, in the manufacture of which the leased machinery or any part thereof shall have been used. The lessee shall keep full and accurate accounts, independently of any indicators that may be placed upon the leased machinery, showing the number of each kind of boots, shoes, and other footwear, or portions thereof, in the manufacture of which the leased machinery or any part thereof shall have been used, and shall allow the lessor at all times, by its agents, or attorneys, to examine and to take copies of such accounts and entries of the lessee as may serve to determine the total number of boots, shoes, or other footwear or portions thereof made by the aid of the leased machinery or any part thereof, and the lessee shall produce all such accounts and entries upon request. The lessee shall require each of his operators upon the leased machinery or any part thereof to keep upon blanks or blank books to be furnished by the lessor accurate daily records of the number of each kind of boots, shoes, and other footwear, or portions thereof, in the making of which he has used the leased machinery or any part thereof, and shall require his operators to sign such records, and, if requested so to do by the lessor, shall verify the same

under oath. The lessee shall send to the office of the lessor in Boston, on or before the fifth day of each calendar month, the original records for the next preceding calendar month kept by his operators as above provided for; and in case, in any calendar month, none of the leased machinery has been used, the lessee on or before the fifth day of the next succeeding calendar month shall send to the office of the lessor in Boston the blank for said month marked "not in use," and signed by the lessee. The lessee shall also furnish any further information which may be called for in relation to the leased machinery or the use thereof.

And that the following agreements, stipulations, and provisions are agreed to:—

Eight. If at any time the lessee shall fail or cease to use exclusively pegging machinery held by him under lease from the lessor for pegging all boots, shoes, and other footwear made by or for him which are pegged by the aid of machinery, the lessor, although it may have waived or ignored prior instances of such failure or cessation, may, at its option, terminate forthwith by notice in writing any or all leases of or licenses to use "Pegging Machine Department" machinery, then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and the possession of and full right to and control of all machinery the lease or license of which is so terminated shall thereupon revert in the lessor free from all claims and demands whatsoever.

Nine. This lease and license shall continue, unless sooner terminated by the lessor because of breach thereof on the part of the lessee, or otherwise as herein provided, for seventeen years from the date hereof. But if any breach or default shall be made in the observance of any one or more of the conditions herein contained or contained in any other lease or license agreement subsisting between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and expressed to be obligatory upon the lessee, the lessor shall have the right, by notice in writing to the lessee, to terminate forthwith any or all leases of or

licenses to use machinery then in force between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and this notwithstanding that previous breaches or defaults may have been unnoticed, waived, or condoned by or on behalf of the lessor. If, upon the expiration of the full term of this lease, the lessor does not request the return of the leased machinery, then the leased machinery shall continue to be held and used under and in accordance with the conditions of this lease and license, which shall thereupon be extended indefinitely as to term; but thereafter either the lessee or the lessor, upon sixty days' notice in writing to the other, may terminate this lease and license, whereupon the leased machinery shall be delivered forthwith to the lessor, as herein provided. Upon the expiration of this lease and license or any extension thereof or its termination by notice or by reason of any default on the part of the lessee as to the terms of this lease and license or any other lease or license from the lessor or otherwise in any manner whatsoever, the lessee shall forthwith deliver the leased machinery to the lessor at Beverly, Massachusetts, in good order, reasonable wear and tear alone excepted; and shall thereupon pay to the lessor such sum as may be necessary to put the leased machinery in suitable order and condition to lease to another lessee; and the lessee, for himself, his heirs, executors and administrators, successors and assigns, hereby grants to the lessor, its successors and assigns, full right, power, and authority to enter upon the premises and into any factory, room, or any place where the leased machinery or any part thereof may be, and take possession thereof, and take away the same; and in no case shall the lessee have any claim for the repayment or offset of any sum or sums, or any part thereof, which shall have been paid in any wise in respect to this lease and license or the leased machinery.

Ten. A notice in writing, signed by the president, a vice-president, the treasurer or an assistant treasurer of the lessor, or by any assignee of the lessor's rights hereunder and posted by prepaid letter, addressed to the lessee or delivered at his usual or last known place of abode or business, that the lease and license hereby

granted is determined or shall be determined at the expiration of a certain period, shall be a sufficient determination of the lease and license from the time of posting or delivering such notice, or from the expiration of the period therein mentioned, as the case may be. Any termination of this lease and license shall not release the lessee from his obligation to pay rent or royalty for the period prior to such termination, and shall be without prejudice to any other rights or remedies which the lessor may have for violation of contract, use of machines without right, or use of patented inventions without license.

Eleven. The lessee admits the validity for the full term expressed in the grant thereof (and every extension and renewal thereof) of each and every of the Letters Patent of the United States of America, owned by the lessor or under which it is licensed, any of the inventions of which are or hereafter may be embodied in the leased machinery. The lessee also agrees that he will not directly or indirectly infringe or contest the validity for the full term expressed in the grant thereof or of any extension or renewal thereof, of any of the Letters Patent referred to in the Schedule of Patents hereto annexed or the title of the lessor thereto. The expiration of this lease and license or any extension thereof or its termination or cesser shall not in any way affect the provisions of this clause, or release or discharge the lessee from the admissions and estoppels herein set forth.

Twelve. None of the terms or conditions of this lease and license shall be held to have been waived by any act or knowledge of the lessor, its agents or employees, but only by an instrument in writing, signed by the president, a vice-president or the treasurer of the lessor.

Thirteen. The term "lessor" shall include the said United Shoe Machinery Company and its successors and assigns. All the conditions and agreements binding on the lessee shall be binding on and enforceable against his legal representatives. In the construction of this instrument, words relating to the number and gender of the parties shall be read according to their real number and gender.

In witness whereof, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

by

by

☞ If lessee is a corporation, add corporate seal.

SCHEDULE OF PATENTS.

(Referred to in Article Eleven herein.)

No. 414,501, Nov. 5, 1889.	No. 612,487, Oct. 18, 1898.
No. 500,652, July 14, 1893.	Re. No. 11,803, Jan. 23, 1900.
No. 504,311, Aug. 29, 1893.	No. 672,056, April 16, 1901.
No. 555,434, Feb. 25, 1896.	No. 732,052, June 30, 1902.
No. 557,769, April 7, 1896.	No. 763,466, June 28, 1904.
No. 559,532, May 5, 1896.	No. 800,724, Oct. 3, 1905.
No. 581,066, April 20, 1897.	No. 834,923, Nov. 6, 1906.

[On back:]

United Shoe Machinery Company.

Pegging Machine Department.

Davey Pegging Machine. L. P.

Lease No. _____, Lessee.

Date, 19 .

Machine No. _____

PLAINTIFF'S EXHIBIT 47.

[Put in Evidence, page 400.]

Order and Agreement. [Form JM-1A-405.]

Sale Machines.

To United Shoe Machinery Company (General Department), Boston, Mass.:

Please ship the following machines to the undersigned at his factory at _____ in accordance with the terms and conditions hereinafter stated:

Machines.

Price.

Total.

The undersigned agrees to purchase from you the machines

hereby ordered and to pay you for the same upon demand the sums set opposite the names of the respective machines in the list above, amounting to a total of 100 Dollars.

The title to all machines hereby ordered shall remain in you at all times, although possession shall have been given to the undersigned, until the amount of the purchase price of all shall have been paid to you in full; and on default in any payment you may retake possession of all of said machines free from all claims whatsoever, and may retain as consideration for the use of said machines theretofore any sums which may have been theretofore paid in respect to said machines. The said machines shall at all times be held at the sole risk of the undersigned from loss, damage, or destruction, and they shall not nor shall any thereof be removed from the said factory of the undersigned without your written consent at any time before said payment in full shall have been made. The undersigned shall pay all taxes which may be assessed in respect to said machines from delivery thereof to the undersigned, upon whomsoever assessed.

The "machine numbers" of the machines hereby ordered may be entered in the above list by you upon or after acceptance of this order.

Delivery is to be f. o. b. your factory or office at _____ and freight and transportation charges on said machines from your factory or office shall be paid by the undersigned.

(For detail of equipment and shipping directions, see other side.)

Dated 19

Signature of applicant

by

Order accepted

Boston, 19

UNITED SHOE MACHINERY COMPANY.

Order taken by

by

[On back:]

Please answer these questions.

Answer here.

How shall machines be fitted?

How shall machines be shipped, by freight or express?

General Department.

Sale Machines.

PLAINTIFF'S EXHIBIT 48.

[Put in Evidence, page 400.]

Order.

[Form JM. 61.]

To United Shoe Machinery Company :

Department.

Please enter the order of the undersigned for a lease of the machine(s) designated in the following Schedule of Machines for use in the factory of the undersigned at and forward to the undersigned for execution an agreement in duplicate, to be dated as of even date with this order, for a lease to the undersigned of said machine(s) and a license under any Letters Patent owned by you, or under which you are authorized to grant such license, covering the inventions, if any, embodied in said machine(s), to use said machine(s) subject to and in accordance with the terms and conditions of such agreement.

SCHEDULE OF MACHINES.

Lease Premium.

Upon return to you of the duplicate copies of said agreement duly executed by the undersigned you are requested to deliver said machine(s) to the undersigned, and it is understood that one counterpart of said agreement duly executed by you shall thereafter be forwarded to the undersigned.

No title to any of the machine(s) hereby ordered shall be acquired by the undersigned but only the right to use the same, during the continuance of the lease thereof, subject to and in accordance with the terms and conditions of the lease and license agreement above referred to.

Lease Premium. The undersigned will pay you as a "lease premium," the sum(s) set opposite the names of the respective machine(s) in the foregoing schedule, amounting to a total of

150 Dollars.

The "machine number(s)" of the machine(s) hereby ordered may be entered in the above Schedule by you upon or after acceptance of this order.

Said machine(s) are to be delivered by you to the undersigned

at _____ in the State of _____ in accordance with the shipping
(city or town)
 instructions upon the back of this order, and the carrier transporting the same shall do so as your agent and not as agent of the undersigned and shall be your agent for making such delivery at the point of destination. The undersigned shall have no control over said machine(s) and assumes no responsibility for the safety thereof until arrival of the same at the place for delivery, but the undersigned does assume and agree to pay all freight and other transportation charges from your place of shipment.

(For detail of equipment and shipping directions see other side.)

Dated _____ 19____

Signature of Applicant

by

Order taken by

We have entered your order as above and hand you herewith lease and license agreement in duplicate for execution.

UNITED SHOE MACHINERY COMPANY.

Date

By

[On back:]

SHIPPING AND EQUIPMENT INSTRUCTIONS.

[Goods shipped by freight delivered at freight station at point of destination. Goods shipped by express delivered at express office at point of destination. All transportation at expense of and charges to be paid by applicant. Men furnished by lessor at lessor's expense to set up machine(s) if nature requires.]

Please Answer These Questions.

Answer Here.

How shall machine(s) be shipped, by freight or express?

To what point shall machine(s) be shipped? City or town

State

How are machines to be heated, by steam, gas, or lamp?

Shall men be sent to set up machine(s)?

How shall machines be fitted?

Department

Order

PLAINTIFF'S EXHIBIT 49.

[Put in Evidence, page 401.]

Order.

[Form JM. 60A.]

To United Shoe Machinery Company:

Department.

Please enter the order of the undersigned for a lease of the machine(s) designated in the following Schedule of Machines for use in the factory of the undersigned at and forward to the undersigned for execution an agreement in duplicate, to be dated as of even date with this order, for a lease to the undersigned of said machine(s) and a license under any Letters Patent owned by you, or under which you are authorized to grant such license, covering the inventions, if any, embodied in said machine(s) subject to and in accordance with the terms and conditions of such agreement.

SCHEDULE OF MACHINES.

Upon return to you of the duplicate copies of said agreement duly executed by the undersigned you are requested to deliver said machine(s) to the undersigned, and it is understood that one counterpart of said agreement duly executed by you shall thereafter be forwarded to the undersigned.

No title to any of the machine(s) hereby ordered shall be acquired by the undersigned but only the right to use the same, during the continuance of the lease thereof, subject to and in accordance with the terms and conditions of the lease and license agreement above referred to.

The "machine number(s)" of the machine(s) hereby ordered may be entered in the above Schedule by you upon or after acceptance of this order.

Said machine(s) are to be delivered by you to the undersigned at in the State of in accordance with the shipping instructions (city or town) on the back of this order, and the carrier transporting the same shall do so as your agent and not as agent of the undersigned

and shall be your agent for making such delivery at the point of destination. The undersigned shall have no control over said machine(s) and assumes no responsibility for the safety thereof until arrival of the same at the place for delivery, but the undersigned does assume and agrees to pay all freight and other transportation charges from your place of shipment.

(For detail of equipment and shipping directions see other side.)

Dated 19

Signature of Applicant

Order taken by

By

We have entered your order as above and hand you herewith lease and license agreement in duplicate for execution.

UNITED SHOE MACHINERY COMPANY.

Date

By

[On back:]

SHIPPING AND EQUIPMENT INSTRUCTIONS.

[Goods shipped by freight delivered at freight station at point of destination. Goods shipped by express delivered at express office at point of destination. All transportation at expense of and charges to be paid by applicant. Men furnished by lessor at lessor's expense to set up machine(s) if nature requires.]

Please Answer These Questions.

Answer here.

How shall machina(s) be shipped, by freight or express?

To what point shall machine(s) be shipped? City or Town
State

How are machines to be heated, by steam, gas, or lamp?

Shall men be sent to set up machine(s)?

How shall machines be fitted?

Department.

Order

PLAINTIFF'S EXHIBIT 50.

[Put in Evidence, page 402.]

[RIDER ATTACHED TO THE FOLLOWING LEASE.]

[Duplicate. Form 107.]

Dated *Kansas City, Mo., Oct. 18, 1899.*

We hereby propose to take a lease of the machinery mentioned below, of the Gem Flexible Insole Company, according to the form of lease adopted by the Company therefor, and we agree to pay, upon delivery of the said machinery, the sum of \$300.00 (as below) as consideration for the delivery of said lease, for the expenses of setting up said machinery, and for possession under the lease of said machinery.

One (1) Gem Flexible Insole Machine. 166

One (1) Gem Lip Turner. 160

One (1) Gem Cementer. 164

It is understood and agreed that instead of cash on delivery, as provided for above, that we are to pay for the above machines Jan. 1st, 1900, or return machines to the Gem Flexible Insole Co.

Please answer these questions.

Answer here.

How shall we ship, by freight or express?

Freight.

What kind of goods do you make, men's or women's? *Men's & Women's Goodyear Welts.*

No title to the above mentioned machinery is acquired other than is given in the lease aforesaid.

A competent man is to be sent to set up said machinery at the expense of the said Company.

Freight and transportation charges on said machinery from the factory shall be paid by the lessee.

Applicant sign here

BOND SHOE CO.

By Geo. A. Bond, Prest.

We accept the above proposition, and promise to deliver the lease and machinery as specified therein.

GEM FLEXIBLE INSOLE CO.

Boston, Oct. 26th, 1899.

By Fred'k G. King.

Terms O. K. E. D. Cox.

Received Oct. 25, 1899. E. D. C.

Lease No.

(Form 997-598.)

This Lease and Agreement, made at Boston, Massachusetts, the 27th day of November A. D. 1899, by and between the Gem Flexible Insole Company, a corporation organized and existing under the laws of the State of Maine, having its Treasurer's office in said Boston, hereinafter called the Lessor, party of the first part, and *Bond Shoe Company, Kansas City, Missouri* hereinafter called the Lessee, party of the second part, witnesseth,

Whereas, the Lessor is the owner of, or is licensed under the several Letters Patent of the United States referred to in the schedule following, viz:—

SCHEDULE OF PATENTS.

No. 275,248, dated April 3, 1883.

No. 28,547, dated May 3, 1898.

No. 343,832, dated June 15, 1886.

No. 534,159, dated February 12, 1895.

No. 442,897, dated December 16, 1890.

No. 603,763, dated May 10, 1898.

No. 575,460, dated January 19, 1897.

No. 603,764, dated May 10, 1898.

Other patents pending.

And, whereas, the Lessee desires a license to use the inventions, or some of them, which are patented in and by the Letters Patent referred to in said schedule of patents, and also desires a lease of the machines which are designated by their numbers in the schedule of machines following, viz:—

SCHEDULE OF MACHINES.

One Gem Flexible Insole Machine, No. 166

One Gem Lip Turner, No. 160

One Gem Cementer, No. 164

The said machines being the property of the Lessor.

Now, therefore, the Lessor, in consideration of one dollar and

other valuable consideration to it paid by the Lessee, the receipt of which is hereby acknowledged, and in further consideration of the agreements and conditions hereinafter contained, on the part of the Lessee to be kept and performed, doth lease unto the Lessee the machines designated by their numbers in the foregoing Schedule of Machines, and doth license the Lessee and the operatives in his employment to use the machines hereby leased, and also the inventions patented as aforesaid, or either or any of them, but upon the agreements and conditions hereinafter set forth; and this lease and license is granted by the Lessor and accepted by the Lessee on the express condition that the Lessee shall faithfully keep and perform all the agreements and conditions herein contained on his part to be kept and performed, and upon breach of the same, or either or any of them, by the Lessee, the Lessor, notwithstanding any express or implied waiver of any prior breach, may at its option cancel and terminate this lease and license, and upon written notice thereof by the Lessor to the Lessee or to any one in the possession or apparent control of the machines hereby leased, or either or any of them, this lease and license shall terminate, and possession of the said machines shall thereupon re-vest in the Lessor.

And the Lessee hereby agrees to keep and perform all the following conditions of this lease and license:—

First. The Lessee hereby agrees to use, and is hereby licensed to use, the machines hereby leased and the inventions patented as aforesaid only in his factory in *Kansas City* in the State of *Missouri* and only in the manufacture of insoles or soles for boots and shoes, and agrees to keep the said machinery in working order at his own expense, and to procure of the Lessor or its agents all parts for repairing the machines hereby leased, and agrees not to add to or subtract from the said machines any part or mechanism whatever, now or hereafter organized or connected therewith by the Lessor, nor to make nor allow to be made any change or alteration in the same, nor to remove or deface any dates, numbers, or inscriptions now or hereafter impressed thereon or affixed thereto by the Lessor.

Second. The Lessee hereby agrees to permit the agents and inspectors of the Lessor, at all reasonable times, to have convenient

access to the machines, to examine and inspect the same and the use thereof, and to take an account of the number of revolutions of the main shaft of said insole reinforcing machine as registered by the indicator attached thereto, and to add improvements to the machines as the Lessor may see fit; and to repair or replace any indicator which now is or which may hereafter be attached to any machine hereby leased; and the agreements and conditions herein contained shall apply to all improvements which the Lessor shall hereafter add to the machines, and to all patented inventions hereafter embodied therein, with the same effect as if the patents therefor were included in the foregoing schedule of patents.

Third. The Lessee agrees that he will not manufacture or use in his said factory any insoles or soles embodying the inventions, or either of them, or made in whole or in part by any process patented in any of the Letters Patent under which he is hereby licensed, except and unless the reinforcing material is applied by the aid of an insole reinforcing machine leased to him by the Lessor.

Fourth. The Lessee agrees, on or before the tenth day of each calendar month, while this lease remains in force, to render to the Lessor, on printed forms to be furnished by the Lessor, a statement which shall show the number of revolutions made, during the calendar month next preceding, by the main shaft of said insole reinforcing machine, as registered by the indicator attached thereto, which statement shall be signed by the Lessee or by the operator of said machine; and in case the machines hereby leased have not been used during that month, the Lessee agrees to send one of such printed forms to the Lessor signed by him or his operator, marked across the face with the words "Not in use."

Fifth. The Lessee agrees to pay unto the Lessor, as rent for the machines hereby leased and as royalty for the use of the inventions patented as aforesaid as hereby licensed, the sum of three cents for each and every one thousand revolutions made by the main shaft of the insole reinforcing machine hereby leased, as registered by the indicator attached thereto, the sum accruing for rent and royalties during one calendar month to be due and payable on the last day of the calendar month next following; but the

4
3
9

Lessor hereby agrees that **if the amount due on the last day of any month for rent and royalties shall be paid on or before the fifteenth day of that month, it will, in consideration thereof, grant a discount of fifty per cent.**

Sixth. If at any time, or from time to time, the indicator affixed to the said insole reinforcing machine shall from any cause cease to indicate or correctly register the number of revolutions of the main shaft of said machine, or if the glass covering of the indicator shall be removed or be broken or injured, then, and as often as the same shall happen, the Lessee shall immediately certify the fact by a notice in writing delivered to the Lessor at its office in Boston aforesaid.

Seventh. The Lessee hereby agrees that he will not in any way violate or infringe, or contest the validity of, any of the patents under which he is hereby licensed, or the sufficiency of their specifications, or the validity of the title of the Lessor, or of its successors or assigns, to said patents, or either or any of them.

Eighth. This lease and license is not assignable by the Lessee, by his act or by operation of law.

Ninth. The following are also agreed to by the parties to this instrument as conditions of this lease and license :

(a) That the power conveyed by this lease and license is only the right to use the said machines, and not the right to make or sell any machines embodying the patents aforesaid, or any of them, and not the right to use any of the inventions hereby licensed except by the aid of an insole reinforcing machine leased to the Lessee by the Lessor; and that a transfer or removal of the machines hereby leased, or either or any of them, can only be made with the consent of the Lessor, its successors or assigns; and that if the Lessee is or becomes at any time insolvent or bankrupt, or shall make an assignment for the benefit of his creditors, or if a sale, lease, transfer, or removal of said machines, or any of them, shall be made or attempted by the Lessee, or by operation of law, or by any legal officer, representative, or assignee, as the property of the Lessee, without the written consent of the Lessor, or its successors or assigns, this lease and license shall thereupon terminate and expire; and the Lessor, its successors or assigns,

may take possession of said machines without the Lessee having any claim for the repayment of any part of the sum or sums which he may have paid as consideration for the delivery of this lease and license, or for rent and royalty under this instrument.

(b) That in case the Lessee refuses or neglects to perform, or violates, any of the conditions in this lease and license contained, the Lessor, its successors or assigns, notwithstanding any express or implied waiver of any prior breach, shall have the right to terminate this lease and license by giving written notice as aforesaid that it has elected so to do; and upon the giving of such notice this lease and license shall be terminated, and the possession of said machines shall thereupon revert in the Lessor, its successors or assigns, free and discharged of this lease and license; and the Lessor, its successors or assigns, or its authorized agent or agents, may thereupon enter any premises where said machines may be, and may take and remove them, and the Lessee shall have no claim whatever on account of any sum or sums he may have paid for or under this lease or license.

(c) That this lease and license shall continue (provided the Lessee complies with the agreements and conditions herein contained) until the expiration of all and every the Letters Patent referred to in the foregoing Schedule of Patents, or any extensions or renewals of the same, and upon the expiration thereof the Lessee shall deliver to the Lessor, its successors or assigns, the machines hereby leased in good order, natural wear and tear alone excepted.

Tenth. In case any other machines than those hereby leased and licensed, embracing any of the inventions patented in the aforesaid Letters Patent, or any of them, or any inventions or improvements for which Letters Patent shall be granted or assigned to the Lessor, shall hereafter come in possession of the Lessee, by exchange or otherwise, without lease or license from the Lessor, its successors or assigns, then in case the Lessor, its successors or assigns, shall so elect, all the covenants herein contained shall apply to machines, inventions or improvements, and shall govern the parties respectively to the same extent as if the said machines, inventions or improvements had been expressly included

in this lease and license. The Lessor shall give written notice of its election as aforesaid after it shall have received written notice from the Lessee of the possession of such machines, but may give such notice without having received notice from the Lessee of the possession of such machines.

Eleventh. The Lessee agrees that he will not disturb or interfere with, nor permit any one else to disturb or interfere with, any indicator which now is or which may be hereafter placed upon the machines as aforesaid.

Twelfth. All the rights and interests which, under this instrument, and by reason of the ownership of said machines and patents and patent rights, belong to the Lessor, shall be deemed to belong to and may be enforced in the names of the Lessor and its successors and assigns, and all the agreements and conditions binding on the Lessee shall be binding on his legal representatives.

Thirteenth. It is agreed that the numbers of the machines named in this lease may be entered herein by the Lessor after signing; and, in case the Lessee shall require more than one machine, it is agreed that the termination of words relating to the machines shall be construed and considered as written in the singular or plural, as the number of machines entered in the lease and license may require; and also that this instrument may be used in case where the party of the second part shall consist of more than one person, and in that case the termination of the words relating to the said party shall be considered as plural or singular as the sense may require; and that when the party of the second part so consists of several persons, and they sign this lease, either individually or by their firm signature, such signature or signatures shall bind them both jointly and severally hereto.


In witness whereof, the Lessor has caused these presents to be signed in its name, and its corporate seal to be affixed hereto by its Treasurer, and the Lessee has set his hand and seal hereto the day and year first above written.

Executed in Duplicate.

GEM FLEXIBLE INSOLE COMPANY,

[SEAL]

By Geo. W. Brown, Treasurer.

Lessee will please sign here. 

BOND SHOE CO. [SEAL]

by Geo. A. Bond.

PLAINTIFF'S EXHIBIT 51.

[Put in Evidence, page 402.]

Goodyear Department.

(1105.)

Lease and License Number

Gem Insole Machinery.

This Lease and Agreement made at Boston in the State of Massachusetts this day of 19 , between the United Shoe Machinery Company, a corporation organized under the laws of the State of New Jersey, having an office in said Boston, hereinafter referred to as the lessor, of the one part, and in the State of hereinafter referred to as the lessee, of the other part:

Witnesseth, that the lessor, in consideration of the covenants and agreements on the part of the lessee herein contained, does hereby lease to and license the lessee under its patents to use the machine or machines of the "Goodyear Department" of the lessor now or hereafter delivered to the lessee, and designated by number or numbers in the following schedule, viz.: —

Gem Flexible Insole Machine No. ,

Gem Lip Turner No. ,

Gem Cementer No. ,

and any duplicate parts, extras, mechanisms and devices relating thereto, or used in connection therewith, now attached to or delivered with the said designated machine or machines, or which may at any time hereafter be obtained from the lessor, or be added thereto with the consent of the lessor (the whole of which machine or machines, duplicate parts, extras, mechanisms and devices, held by the lessee under these presents, whether now or hereafter delivered to or in the possession of the lessee, is hereinafter referred to as the "leased machinery"), subject to the conditions hereinafter contained.

And that the following are agreed to as conditions of the lease and license of the leased machinery, all of which the lessee covenants and agrees to keep and perform: —

One. The leased machinery shall at all times remain and be the sole and exclusive property of the lessor, and the lessee shall have

no right of property therein, but only the right to use the same, upon the conditions herein contained. The leased machinery shall be used only by the lessee himself or by operatives in his direct employ, and only in the factory now occupied by him at in the State of . The leased machinery shall not be transferred or delivered or sublet to any other person or corporation, and neither the lease nor the license hereby granted can be assigned by the lessee by his own act or by operation of law. If the lessee becomes insolvent or bankrupt, or has a receiving order made against him, or makes or executes any bill of sale, deed of trust or assignment for the benefit of his creditors, or if a sale, or lease or removal of the leased machinery, or any part thereof, without the consent in writing of the lessor, be made or attempted, or if any distress or execution or attachment be levied thereon, then and in each such case this lease and license and any other lease or license then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, shall at the option of the lessor cease and determine, and the possession of and full right to and control of all the leased machinery, and any machinery held by the lessee under any other lease or license from the lessor, whether as the result of assignment to the lessor or otherwise, shall thereupon revert in the lessor free from all claims or demands whatsoever. The lessor and its agents and employees shall at all times be given access to the leased machinery for the purpose of inspecting it or watching its use and operation, or of altering, repairing, improving, or adding to it, or determining the nature or extent of its use, and the lessee shall afford all reasonable facilities therefor.

Two. The lessee shall at all times and at his own expense keep the leased machinery in good and efficient working order and condition, and shall not permit anyone to injure or deface or remove any plate, or dates, numbers, or other inscriptions now or hereafter impressed on or affixed to the leased machinery by the lessor. The lessee shall obtain from the lessor exclusively, and shall pay therefor at the regular prices from time to time established by the lessor, all the duplicate parts, extras, mechanisms and devices, of

every kind needed or used in operating, repairing, or renewing the leased machinery, and the same shall form part of the leased machinery, and the lessee shall not otherwise make or allow to be made any addition, subtraction or alteration to, from, or in the leased machinery without the consent in writing of the lessor, nor interfere with the proper operation of the same.

Three. The lessee shall pay all taxes and assessments which shall be levied in respect to the leased machinery, or in respect to this lease and license or the right to payments hereunder, upon whomsoever assessed.

Four. The leased machinery shall be used only in the manufacture or preparation of reinforced insoles which embody the invention patented in Letters Patent of the United States of America, dated January 19, 1897, numbered 575,460, owned by the lessor, for use in boots, shoes and other footwear, which are or shall be welted and the soles stitched either by hand or upon welt sewing and stitching machines leased to the lessee by the lessor or its assignor, and for the use of all of which machines the lessee is continuing to pay the lessor the regular rental or royalty charged by the lessor for each pair of boots, shoes, or other footwear or portions thereof made by the aid of said welt sewing and stitching machines or any part thereof.

Five. The lessee shall pay to the lessor on the last day of each calendar month as rent or royalty, the sum of three cents for each and every one thousand revolutions made during the next preceding calendar month by the main shaft of the Gem Flexible Insole Machine hereby leased, as indicated by the indicator attached thereto by the lessor; **provided, however, that in all cases when the lessee shall pay to the lessor on or before the fifteenth day of the calendar month the rent or royalty due for the use of the leased machinery for the next preceding calendar month, the lessor will in consideration of such prompt payment grant a discount of fifty per cent. from such rent or royalty due for such preceding calendar month.**

Six. The lessor shall attach to the Gem Flexible Insole Machine hereby leased an indicator to register the number of revolu-

tions of the main shaft thereof, and may attach to the leased machinery or any thereof an indicator or indicators to register the number of revolutions or movements of any part or parts thereof, and the lessee shall not allow any person (other than the lessor or its agents) to disturb or interfere with such indicator or indicators. In case any indicator thus attached shall from any cause cease to correctly indicate or register, or shall be disturbed or out of repair, or if the glass covering any such indicator shall be removed or broken or injured, then, and as often as the same shall happen, the lessee shall immediately, by writing, notify the lessor and at the same time explain the circumstances under which the same has happened. In case any such indicator ceases to indicate, or becomes or remains inaccurate, or the glass covering becomes or remains removed, broken or injured because of any fault of the lessee or any one in his employ, or because of the failure of the lessee to give promptly the notice hereinbefore provided for, then without prejudice to any other rights of the lessor hereunder, the lessee shall pay the lessor as rent or royalty, without the right to any discount, one cent per pair for each pair of reinforced insoles in the manufacture or preparation of which the leased machinery or any part thereof shall have been used. The lessee shall keep full and accurate accounts, independently of any indicators that may be placed upon the leased machinery, showing the number of reinforced insoles in the manufacture of which the leased machinery or any part thereof shall have been used, and shall allow the lessor at all times by its agents or attorneys to examine and to take copies of such accounts and entries of the lessee as may serve to determine the total number of reinforced insoles made by the aid of the leased machinery or any part thereof, and the lessee shall produce all such accounts and entries upon request. The lessee shall on or before the fifth day of each calendar month render to the lessor upon blanks or blank books to be furnished by the lessor, a statement which shall show the number of revolutions made during the calendar month next preceding by the main shaft of the Gem Flexible Insole Machine hereby leased, as indicated or registered by the indicator attached thereto, which statement shall be signed

by the lessee or by the operator or operators of said machine, and if requested by the lessor, such statement shall be verified by the lessee under oath. The lessee shall also furnish any further information required by the lessor in reference to the use of the leased machinery, and in case in any calendar month none of the leased machinery has been used, the lessee shall notify the lessor in writing of that fact on or before the fifth day of the next succeeding calendar month.

And that the following agreements, stipulations and provisions are agreed to:—

Seven. This lease and license shall continue, unless sooner terminated by the lessor because of breach thereof on the part of the lessee, or otherwise as herein provided, for seventeen years from the date hereof. But if any breach or default shall be made in the observance of any one or more of the conditions herein contained or contained in any other lease or license agreement subsisting between the lessor and the lessee whether as the result of assignment to the lessor or otherwise and expressed to be obligatory upon the lessee, the lessor shall have the right by notice in writing to the lessee to terminate forthwith this lease and license, and also if the lessor so elects any other lease or license agreements then in force between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and this notwithstanding that previous breaches or defaults may have been unnoticed, waived or condoned by or on behalf of the lessor. If, upon the expiration of the full term of this lease, the lessor does not request the return of the leased machinery, then the leased machinery shall continue to be held and used under and in accordance with the conditions of this lease and license, which shall thereupon be extended indefinitely as to term; but thereafter either the lessee or the lessor, upon sixty days' notice in writing to the other, may terminate this lease and license, whereupon the leased machinery shall be delivered forthwith to the lessor, as herein provided. Upon the expiration or termination of this lease and license or any extension thereof by notice or by reason of any default on the part of the lessee as to the terms of this lease and license or any other

lease or license from the lessor, or otherwise as herein provided, the lessee shall forthwith deliver the leased machinery to the lessor at its office or factory, in good order, reasonable wear and tear alone excepted; and the lessee for himself, his heirs, executors and administrators, hereby grants to the lessor, its successors and assigns, full right, power and authority to enter upon the premises and into any factory, room, or any place where the leased machinery, or any part thereof, may be, and take possession thereof, and take away the same; and the lessee shall have no claim for the repayment of any sum or sums, or any part thereof, which he shall have paid as consideration for the grant of this lease and license or for rent or royalty, or otherwise in respect to the leased machinery.

Eight. A notice in writing, signed by the president, a vice-president or the treasurer of the lessor or by any assignee of the lessor's rights hereunder and posted by pre-paid letter, addressed to the lessee or delivered at his usual or last known place of abode or business, that the lease and license hereby granted is determined or shall be determined at the expiration of a certain period, shall be a sufficient determination of the lease and license from the time of posting or delivering such notice, or from the expiration of the period therein mentioned, as the case may be. Any termination of this lease and license shall not release the lessee from his obligation to pay rent or royalty for the period prior to such termination, and shall be without prejudice to any other rights or remedies which the lessor may have for violation of contract, use of machines without right, or use of patented inventions without license.

Nine. The lessee admits the validity of each and every of the Letters Patent of the United States of America owned by the lessor or under which it is licensed, any of the inventions of which are or hereafter may be embodied in the leased machinery. The lessee also agrees that he will not directly or indirectly infringe or contest the validity of, or the title of the lessor to, any of the patents referred to in the "Schedule of Patents" hereto annexed. The termination or cesser of this lease and license from any cause whatever shall not in any way affect the provisions of this clause, or

release or discharge the lessee from the admission and estoppel herein set forth.

Ten. None of the terms or conditions of this lease and license shall be held to have been waived by any act or knowledge of the lessor, its agents or employees, but only by an instrument in writing, signed by the president, a vice-president or the treasurer of the lessor.

Eleven. The term "lessor" shall include the said United Shoe Machinery Company and its successors and assigns. All the conditions and agreements binding on the lessee shall be binding on and enforceable against his legal representatives. In the construction of this instrument, words relating to the number and gender of the parties shall be read according to their real number and gender.

In witness whereof, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

☞ If lessee is a corporation, add corporate seal.

SCHEDULE OF PATENTS.
(Referred to in Article Nine herein.)

Number.	Date.	Number.	Date.
343,832	June 15, 1886.	609,110	August 16, 1898.
442,897	December 16, 1890.	610,326	September 6, 1898.
575,460	January 19, 1897.	614,860	November 29, 1898.
28,547	(Design) May 3, 1898.	635,772	October 31, 1899.
603,763	May 10, 1898.	638,010	November 28, 1899.
603,764	May 10, 1898.	849,245	April 2, 1907.
609,103	August 16, 1898.		

[On back:]

United Shoe Machinery Company.
Goodyear Department.
Gem Insole Machinery.

Lease No., Lessee.
Date, 19 .
Machines.

PLAINTIFF'S EXHIBIT 52.

[Put in Evidence, page 403.]

Goodyear Department.

(1106)

Lease and License Agreement Number .
 Economy Insole Reinforcing Set.

This Agreement made at Boston, in the State of Massachusetts, this day of 19 , between the United Shoe Machinery Company, a corporation organized under the laws of the State of New Jersey, having an office in said Boston, hereinafter referred to as the lessor, of the one part, and of in the State of , hereinafter referred to as the lessee, of the other part :

Witnesseth, that the lessor, in consideration of the covenants and agreements on the part of the lessee herein contained, does hereby lease to and license the lessee under any letters patent belonging to the lessor or under which the lessor has the right to grant such license affecting any inventions which are now or hereafter shall be embodied therein or employed in the operation thereof, to use, subject to the conditions, stipulations and provisions hereinafter contained, the machine or machines designated by number or numbers in the following schedule, viz. : —

SCHEDULE OF MACHINES.

Class A.			
Economy Insole Reinforcing Machine, No.	.	.	\$150
Class B.			
Economy Insole Channeling Machine, No.	.	.	200
Economy Insole Stitching Machine, No.	.	.	30
Rapid Rotary Cementing Machine, Model J, No.	.	.	75

and any duplicate parts, extras, mechanisms and devices relating thereto, or used in connection therewith, now attached to or delivered with the said designated machine or machines or which may at any time hereafter be obtained from the lessor, or be added thereto by or with the consent of the lessor.

The term the "principal machinery hereby leased" wherever used herein shall be construed to include the whole of the machine or machines hereby leased included in Class A in the foregoing sche-

dule, together with all duplicate parts, extras, mechanisms and devices relating thereto held by the lessee under these presents, whether now or hereafter delivered to or in the possession of the lessee.

The term the "auxiliary machinery hereby leased" wherever used herein shall be construed to include the whole of the machine or machines hereby leased included in Class B in the foregoing schedule, together with all duplicate parts, extras, mechanisms and devices relating thereto held by the lessee under these presents, whether now or hereafter delivered to or in the possession of the lessee.

The term the "leased machinery" wherever used herein shall be construed to include both the "principal machinery hereby leased" and the "auxiliary machinery hereby leased."

And that the following are agreed to as conditions of this agreement, all of which the lessee covenants and agrees to keep and perform: —

One. The leased machinery shall at all times remain and be the sole and exclusive property of the lessor, and the lessee shall have no right of property therein, but only the right to use the same, upon the conditions herein contained. The leased machinery shall be used only by the lessee himself or by operatives in his direct employ, and only in the factory now occupied by him at in the State of unless the lessor shall by an instrument in writing signed by its president, vice-president or treasurer authorize the lessee to remove the leased machinery and to use the same elsewhere. The leased machinery shall not be transferred or delivered or sublet to any other person or corporation, and neither this agreement nor the lease nor the license hereby granted can be assigned by the lessee by his own act or by operation of law. If the lessee becomes insolvent or bankrupt, or has a receiving order made against him, or makes or executes any bill of sale, deed of trust or assignment for the benefit of his creditors, or if a sale, mortgage, lease or unauthorized removal of the leased machinery, or any part thereof, be made or attempted, or if any distress or execution or attachment be levied thereon, then and in each such case any or all

leases of or licenses to use machinery then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, shall at the option of the lessor cease and determine, and the possession of and full right to and control of all machinery the leases or licenses of which are so terminated, shall thereupon revert in the lessor free from all claims or demands whatsoever. The lessor and its agents and employees shall at all times be given access to the leased machinery for the purpose of inspecting it or watching its use and operation, or of altering, repairing, improving, or adding to it, or determining the nature or extent of its use, and the lessee shall afford all reasonable facilities therefor.

Two. The lessee shall at all times and at his own expense keep the leased machinery in good and efficient working order and condition, and shall not permit any one to injure or deface or remove any plate, or dates, numbers, or other inscriptions now or hereafter impressed on or affixed to the leased machinery by the lessor. The lessee shall obtain from the lessor exclusively and shall pay therefor at the regular prices from time to time established by the lessor, all the duplicate parts, extras, mechanisms and devices, of every kind needed or used in operating, repairing, or renewing the leased machinery, and the same shall form part of the leased machinery, and the lessee shall not otherwise make or allow to be made any addition, subtraction or alteration to, from, or in the leased machinery, without the consent in writing of the lessor, nor interfere with the proper operation of the same.

Three. The leased machinery shall at all times, until the expiration or termination of the lease thereof and license to use the same hereby granted and the re-delivery of the leased machinery into the possession of the lessor as hereinafter provided, be held at the sole risk of the lessee from injury, loss or destruction, and, in case any machine or machines hereby leased shall be destroyed by fire or otherwise before such expiration or termination and re-delivery, the lessee shall pay to the lessor in respect to each machine so destroyed the sum set opposite the name of such machine in the Schedule of Machines hereinbefore contained as partial reimbursement to the lessor for such destruction, and the lessee shall forth-

with return whatever remains of the machinery so destroyed to the lessor at Beverly, Massachusetts.

Four. The lessee shall pay all taxes and assessments which shall be assessed in respect to the leased machinery or other machinery of the lessor held by the lessee under lease or license upon whomsoever assessed. All taxes or assessments in respect to leases, licenses or agreements covering machinery, or the rights to payments thereunder, shall be construed, for the purposes of this article, to be assessed in respect to the machinery itself. In case at any time any unapportioned tax or assessment shall be assessed to the lessor in respect in part but not wholly to machinery of the lessor in the possession of the lessee the lessee shall pay to the lessor such proportionate part of the total amount of said unapportioned tax or assessment as the fair valuation, to be determined by the lessor, of said machinery of the lessor in the possession of the lessee bears to the fair valuation, to be determined by the lessor, of all machinery (excepting machinery, if any, in the lessor's own possession) in respect to which the unapportioned tax or assessment has been assessed; provided, however, that if such unapportioned tax or assessment includes any tax or assessment in respect to tangible property in the lessor's own possession the amount thereof, based, at the established rate, upon the fair valuation, to be determined by the lessor, of such property, shall first be deducted and the lessee shall pay his proportionate part as aforesaid of the balance only of said unapportioned tax or assessment after such deduction has been made.

Five. The leased machinery shall be used only in the manufacture or preparation of reinforced insoles which embody the inventions patented in Letters Patent of the United States of America numbered 849,245, dated April 2, 1907, owned by the lessor, for use in welted boots, shoes and other footwear known in the trade as "Goodyear Welts," which have been or are to be welted wholly by Goodyear Welt and Turn Machines or Goodyear Universal Inseam Sewing Machines held by the lessee under lease from the lessor, and the soles of which have been or are to be attached to their welts wholly by Goodyear Outsole Rapid Lockstitch Machines held by

the lessee under lease from the lessor, or for use as insoles or soles of turned boots, shoes and other footwear known in the trade as "Goodyear Turns" the soles of which have been or are to be attached to their uppers by Goodyear Welt and Turn Shoe Machines or Goodyear Universal Inseam Sewing Machines held by the lessee under lease from the lessor, and in the manufacture or preparation of such patented insoles (or soles) the lessee shall use the principal machinery hereby leased to its full capacity so far as the lessee uses reinforced insoles (or soles) in the manufacture of such footwear. The auxiliary machinery hereby leased shall be used only in the manufacture or preparation of said patented insoles (or soles) which have been or are to be reinforced wholly by an Economy Insole Reinforcing Machine hereby leased or held by the lessee under other lease and license from the lessor.

Six. The lessee is hereby licensed under said Letters Patent of the United States numbered 849,245, dated April 2, 1907, to manufacture by the use of the principal machinery hereby leased during the continuance in force of this lease and license the patented insoles covered by said Letters Patent and to use such patented insoles so made by the lessee in the manufacture of welted or turned boots, shoes or other footwear which have been or are to be manufactured as provided in Article Five hereof.

Seven. The lessee shall pay to the lessor on the last day of each calendar month as rent or royalty the sum of three (3) cents for each and every one thousand (1000) revolutions made during the next preceding calendar month by the main shaft of the Economy Insole Reinforcing Machine hereby leased as indicated by the indicator attached thereto by the lessor: **provided, however, that in all cases when the lessee shall pay to the lessor on or before the fifteenth day of the calendar month said rental or royalty in accordance with this Article hereof for the next preceding calendar month, the lessor will, in consideration of such prompt payment, grant a discount of fifty per cent. from the amount so due for such preceding calendar month.** The lessee, however, guarantees that the payments made by him in accordance with the terms of this Article hereof shall amount, in each calendar year ending

December 31st (after deducting all abatements), to at least Fifteen Dollars (\$15) for each calendar month for each Economy Insole Reinforcing Machine hereby leased, and at the end of each calendar year the lessee shall pay to the lessor the amount, if any, by which the total of such payments for said year have been less than such guaranteed amount: provided, however, that if in any calendar year the factory of the lessee remains wholly idle for any entire calendar month, then the amount guaranteed for that year hereunder shall be reduced by one-twelfth for each such month that the factory has thus remained wholly idle, but such reduction shall not be made in respect to more than ten (10) months out of any twelve (12) consecutive calendar months.

Eight. The lessor shall attach to each Economy Insole Reinforcing Machine hereby leased an indicator or indicators to register the number of revolutions of the main shaft thereof and may attach to the leased machinery or any thereof an indicator or indicators to register the number of revolutions or movements of any part or parts thereof, and the lessee shall not allow any person (other than the lessor or its agents) to disturb or interfere with such indicator or indicators. In case any indicator thus attached shall from any cause cease to correctly indicate or register, or shall be disturbed or out of repair, or if the glass covering any such indicator shall be removed or broken or injured, then and as often as the same shall happen the lessee shall immediately by writing notify the lessor and at the same time explain the circumstances under which the same has happened. In case any such indicator ceases to indicate, or becomes or remains inaccurate, or the glass covering becomes or remains removed, broken, or injured, because of any fault of the lessee or any one in his employ, or because of the failure of the lessee to give promptly the notice hereinbefore provided for, then without prejudice to any other rights of the lessor, the lessee shall pay the lessor (without the right to any discount) the sum of one cent per pair for each pair of reinforced insoles (or soles) in the manufacture or preparation of which the leased machinery or any part thereof shall have been used. The lessee shall keep full and accurate accounts, independently of any indicators that may be

placed upon the leased machinery, showing the number of reinforced insoles (or soles) in the manufacture or preparation of which the leased machinery, or any part thereof, has been used, and shall allow the lessor at all times, by its agents or attorneys, to examine and to take copies of such accounts and entries of the lessee as may serve to determine the total number of such reinforced insoles (or soles) and the lessee shall produce all such accounts and entries upon request. The lessee shall, if so requested by the lessor, require each of his operators upon the leased machinery, or any part thereof, to keep upon blanks or blank-books to be furnished by the lessor accurate daily records of the number of reinforced insoles made by the aid of the leased machinery or any part thereof, and shall require his operators to sign such records, and if requested so to do by the lessor, shall verify the same under oath. The lessee shall send to the office of the lessor in Boston, on or before the fifth day of each calendar month, a statement made upon blanks or blank-books furnished by the lessor which shall show the number of revolutions made during the next preceding calendar month by the main shaft of each Economy Insole Reinforcing Machine hereby leased as registered by the indicator attached thereto. Each such statement shall be signed by the lessee, and, if so requested by the lessor, the lessee shall verify said statements under oath. In case, in any calendar month, the principal machinery (and, if the lessor shall request record of the use of the auxiliary machinery, in case any of the auxiliary machinery) hereby leased has been entirely idle, the lessee, on or before the fifth day of the next succeeding calendar month, shall send to the office of the lessor in Boston the blank for such machine or machines for said month marked "not in use" and signed by the lessee. The lessee shall also furnish any further information which may be called for in relation to the leased machinery or the use thereof.

And that the following stipulations and provisions are agreed to:—

Nine. If at any time the lessee shall fail or cease to use exclusively insole reinforcing machinery held by him under lease from the lessor for reinforcing all reinforced insoles (or soles) made by

or for him, the lessor, although it may have waived or ignored prior instances of such failure or cessation, may at its option terminate forthwith by notice in writing any or all leases or licenses of insole reinforcing or auxiliary machinery, then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise; and the possession of and full right to and control of all machinery the lease or license of which is so terminated shall thereupon revert in the lessor free from all claims and demands whatsoever.

Ten. The term of this agreement shall be seventeen years from the date hereof. The lease of the leased machinery and license to use the same hereby granted shall continue, unless sooner terminated by the lessor because of breach thereof on the part of the lessee, or otherwise as herein provided, for the full term of this agreement. But if any breach or default shall be made in the observance of any one or more of the conditions in this agreement contained or contained in any other lease or license agreement subsisting between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise and expressed to be obligatory upon the lessee, the lessor shall have the right by notice in writing to the lessee to terminate forthwith any or all leases of or licenses to use machinery then in force between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and this notwithstanding that previous breaches or defaults may have been unnoticed, waived, or condoned by or on behalf of the lessor. If, upon the expiration of the full term of this agreement, the lessor does not request the return of the leased machinery, then the leased machinery shall continue to be held and used under and in accordance with the conditions, stipulations and provisions in this agreement contained and this agreement and the lease and license herein contained shall thereupon be extended indefinitely as to term; but thereafter either the lessee or the lessor, upon sixty days' notice in writing to the other, may terminate this agreement and the lease and license herein contained, whereupon the leased machinery shall be delivered forthwith to the lessor, as herein provided. Upon the expiration or termination of the lease

hereby granted or any extension thereof by notice or by reason of any default on the part of the lessee as to the terms of this agreement or of any other lease or license agreement from the lessor or otherwise, in any manner whatsoever, the lessee shall forthwith at his own expense deliver the leased machinery to the lessor at Beverly, Massachusetts, complete and in good order, reasonable wear and tear alone excepted; and shall thereupon pay to the lessor such sum as may be necessary to put the leased machinery in suitable order and condition to lease to another lessee, including the cost of all parts replaced at the regular prices established by the lessor therefor; and the lessee for himself, his heirs, executors and administrators, hereby grants to the lessor, its successors and assigns, full right, power and authority to enter upon the premises and into any factory, room, or any place where the leased machinery, or any part thereof, may be, and take possession thereof, and take away the same.

Eleven. Upon the expiration or termination of this agreement or any extension thereof or of the lease and license hereby granted the lessee, in addition to all other payments in this lease and license agreement provided for and without prejudice to any other rights or remedies of the lessor, shall pay to the lessor as partial reimbursement to the lessor for deterioration of the leased machinery, expenses in connection with the installation thereof and instruction of operators, an amount in respect to each machine hereby leased equal to two-thirds of the sum set opposite the name of such machine in the Schedule of Machines hereinbefore contained.

Twelve. In case the lessee, at any time, shall have in his factory more machines adapted for doing the same work as any one or more of the auxiliary machines hereby leased than in the opinion of the lessor are sufficient for performing the work which the lessee has in his factory, based upon the capacity of such machines and the amount of such work done by the lessee for any period of twelve (12) consecutive months next preceding, the lessor may, at its option, upon thirty (30) days' notice in writing to the lessee, terminate the lease and license herein contained in respect to such of the said auxiliary machines hereby leased as in the opinion of

the lessor are unnecessary. The termination under the provisions of this Article of the lease of or license to use any one or more of the machines hereby leased shall not affect the lease or license herein contained in respect to any other machine or machines.

Thirteen. In case at any time any of the leased machinery shall not, in the opinion of the lessor, be in good and efficient working order and condition, the lessor without prejudice to any other of its rights or remedies may give written notice to the lessee to put such machinery in good and efficient working order and condition and to replace all broken or missing parts; and in case the lessee does not within fifteen (15) days from the date of such notice comply with the requirements thereof, as herein set forth, the lessor may if it so elects cause such machinery to be put in such good and efficient working order and condition, and may supply such broken or missing parts, and the lessee shall forthwith pay to the lessor the expense of making such repairs and the cost at the regular prices established by the lessor therefor of all parts so supplied.

Fourteen. A notice in writing, signed by the president, a vice-president, the treasurer or an assistant treasurer of the lessor or by any assignee of the lessor's rights hereunder, and posted by prepaid letter, addressed to the lessee or delivered at his usual or last known place of abode or business, that the lease and license hereby granted is terminated or shall be terminated at the expiration of a certain period, shall be a sufficient termination of the lease and license from the time of posting or delivering such notice, or from the expiration of the period therein mentioned, as the case may be. Any termination of this agreement or of the lease and license hereby granted shall not release the lessee from his obligation to pay rent or royalty for the period prior to such termination and shall be without prejudice to any other rights or remedies which the lessor may have for violation of contract, use of machines without right or use of patented inventions without license.

Fifteen. The lessee admits the validity for the full term expressed in the grant thereof (and every extension and renewal thereof) of each and every of the Letters Patent of the United States of America, owned by the lessor or under which it is licensed, any of the

inventions of which are or hereafter may be embodied in the leased machinery or used in the operation thereof or embodied in the reinforced insoles made by the aid of the leased machinery. The lessee also agrees that he will not directly or indirectly infringe or contest the title of the lessor to or the validity for the full term expressed in the grant thereof or of any extension or renewal thereof, of any of said Letters Patent or any of the Letters Patent referred to in the Schedule of Patents hereto annexed. The expiration of this agreement or any extension thereof or the termination or cesser of the lease and license hereby granted shall not in any way affect the provisions of this clause, or release or discharge the lessee from the admissions and estoppels herein set forth.

Sixteen. None of the conditions, stipulations or provisions of this agreement shall be held to have been waived by any act or knowledge of the lessor, its agents or employees, but only by an instrument in writing, signed by the president, a vice-president or the treasurer of the lessor.

Seventeen. The term "lessor" shall include the said United Shoe Machinery Company and its successors and assigns. All the conditions, stipulations and provisions binding on the lessee shall be binding on and enforceable against his legal representatives. In the construction of this instrument, words relating to the number and gender of the parties shall be read according to their real number and gender.

In witness whereof, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

by

by

 If lessee is a corporation, add corporate seal.

SCHEDULE OF PATENTS.

(Referred to in Article Fifteen herein.)

No. 550,402 Nov. 26, 1895	No. 656,842 Aug. 28, 1900
Des. No. 28,547 May 3, 1898	No. 675,007 May 28, 1901

No. 603,763 May 10, 1898	No. 675,082 May 28, 1901
No. 603,764 May 10, 1898	No. 728,793 May 19, 1903
No. 623,306 Apr. 18, 1899	No. 849,245 Apr. 2, 1907
No. 637,926 Nov. 28, 1899	No. 952,701 Mar. 22, 1910
No. 638,010 Nov. 28, 1899	No. 979,836 Dec. 27, 1910
No. 641,863 Jan. 23, 1900	No. 984,772 Feb. 21, 1911
No. 644,571 Mar. 6, 1900	No. 984,773 Feb. 21, 1911

[On back:]

United Shoe Machinery Company.

Goodyear Department.

Economy Insole Reinforcing Set.

Lease No. . , Lessee.

Date 19 .

Machines.

PLAINTIFF'S EXHIBIT 53.

[Put in Evidence, page 404.]

O. A. Miller Treeing Machine Company.

[Form 1001.]

Lease and License Number .

This Lease and Agreement made at Boston in the State of Massachusetts this day of 19 , between the O. A. Miller Treeing Machine Company, a corporation organized under the laws of the State of Maine, having an office in said Boston, hereinafter referred to as the lessor, of the one part, and of in the State of , hereinafter referred to as the lessee, of the other part:

Witnesseth, that the lessor, in consideration of the covenants and agreements on the part of the lessee herein contained, does hereby lease to and license the lessee under any letters patent belonging to the lessor or under which the lessor has the right to grant such license affecting any inventions which are now or hereafter shall be embodied therein or employed in the operation thereof, to use

Victor Power Ironing Machine No.

and any tree legs, tree feet, tree backs, irons, duplicates, parts, extras, mechanisms and devices relating thereto, or used in con-

nection therewith, now attached to or delivered with the said designated machine, or which may at any time hereafter be obtained from the lessor, or be added thereto by or with the consent of the lessor (which machine, together with all tree legs, tree feet, tree backs, irons, duplicates, parts, extras, mechanisms and devices, held by the lessee under these presents, whether now or hereafter delivered to or in the possession of the lessee, is hereinafter referred to as the "leased machinery"), subject to the conditions hereinafter contained.

And that the following are agreed to as conditions of the lease and license of the leased machinery, all of which the lessee covenants and agrees to keep and perform:—

One. The leased machinery shall at all times remain and be the sole and exclusive property of the lessor, and the lessee shall have no right of property therein, but only the right to use the same, upon the conditions herein contained. The leased machinery shall be used only by the lessee himself or by operatives in his direct employ, and only in the factory now occupied by him at in the State of . The leased machinery shall not be transferred or delivered or sublet to any other person or corporation, and neither the lease nor the license hereby granted can be assigned by the lessee by his own act or by operation of law. If the lessee becomes insolvent or bankrupt, or has a receiving order made against him, or makes or executes any bill of sale, deed of trust or assignment for the benefit of his creditors, or if a sale, mortgage, lease or removal of the leased machinery or any part thereof, be made or attempted, or if any distress or execution or attachment be levied thereon, then and in each such case any or all leases of or licenses to use machinery then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, shall at the option of the lessor cease and determine, and the possession of and full right to and control of all machinery the leases or licenses of which are so terminated, shall thereupon revert in the lessor free from all claims or demands whatsoever. The lessor and its agents and employees shall at all times be given access to the leased machinery for the purpose of inspecting it or

watching its use and operation, or of altering, repairing, improving, or adding to it, or determining the nature or extent of its use, and the lessee shall afford all reasonable facilities therefor.

Two. The lessee shall at all times and at his own expense keep the leased machinery in good and efficient working order and condition, and shall not permit any one to injure or deface or remove any plate, or dates, numbers, or other inscriptions, now or hereafter impressed on or affixed to the leased machinery by the lessor. The lessee shall obtain from the lessor exclusively, and shall pay therefor at the regular prices from time to time established by the lessor, all the tree legs, tree feet, tree backs, irons, duplicates, parts, extras, mechanisms and devices, of every kind needed or used in operating, repairing, or renewing the leased machinery, and the same shall form part of the leased machinery, and the lessee shall not otherwise make or allow to be made any addition, subtraction or alteration to, from, or in the leased machinery without the consent in writing of the lessor, nor interfere with the proper operation of the same.

Three. The lessee shall pay all taxes and assessments which shall be assessed in respect to the leased machinery or other machinery of the lessor held by the lessee under lease or license upon whomsoever assessed. All taxes or assessments in respect to leases, licenses or agreements covering machinery, or the rights to payments thereunder, shall be construed, for the purposes of this article, to be assessed in respect to the machinery itself. In case at any time any unapportioned tax or assessment shall be assessed to the lessor in respect in part but not wholly to machinery of the lessor in the possession of the lessee the lessee shall pay to the lessor such proportionate part of the total amount of said unapportioned tax or assessment as the fair valuation, to be determined by the lessor, of said machinery of the lessor in the possession of the lessee bears to the fair valuation, to be determined by the lessor, of all machinery (excepting machinery, if any, in the lessor's own possession) in respect to which the unapportioned tax or assessment has been assessed; provided, however, that if such unapportioned tax or assessment includes any tax or assessment in respect to tan-

gible property in the lessor's own possession the amount thereof, based, at the established rate, upon the fair valuation, to be determined by the lessor, of such property, shall first be deducted and the lessee shall pay his proportionate part as aforesaid of the balance only of said unapportioned tax or assessment after such deduction has been made.

Four. The lessee shall use the leased machinery to its full capacity, limited only by the number of boots, shoes, and other footwear made by or for him.

Five. The lessee shall pay to the lessor on the last day of each calendar month as rent or royalty the sum of four and one-fifth (4 1-5) cents for each and every dozen pairs, or fraction thereof, of boots, shoes or other footwear operated upon by the leased machinery or any part thereof during the next preceding calendar month; provided, however, that in all cases when the lessee shall pay to the lessor on or before the fifteenth day of the calendar month the rent or royalty due for the use of the leased machinery for the next preceding calendar month the lessor will in consideration of such prompt payment, accept the sum of four (4) cents per dozen pairs or fraction thereof, in lieu of said rental or royalty of four and one-fifth (4 1-5) cents per dozen pairs.

Six. The lessee guarantees that the net amount of rent or royalty paid by him under the provisions of Article Five hereof shall amount to at least fifteen dollars (\$15.00) for each calendar month; and on or before the last day of each calendar month the lessee shall pay to the lessor the amount, if any, by which the net amount of rent or royalty paid by him in respect to the use of the leased machinery during the preceding calendar month is less than such guaranteed rent or royalty.

Seven. The lessor may attach to the leased machinery, or any part thereof, an indicator or indicators to register the number of revolutions or movements of any part or parts thereof, and the lessee shall not allow any person (other than the lessor or its agents) to disturb or interfere with such indicator or indicators. In case any indicator thus attached shall from any cause cease to correctly indicate or register, or shall be disturbed or out of repair,

or if the glass covering any such indicator shall be removed or broken or injured, then, and as often as the same shall happen, the lessee shall immediately, by writing, notify the lessor, and at the same time explain the circumstances under which the same has happened. In case any such indicator ceases to indicate, or becomes or remains inaccurate, or the glass covering becomes or remains removed, broken or injured, because of any fault of the lessee or any one in his employ, or because of the failure of the lessee to give promptly the notice hereinbefore provided for, then, without prejudice to any other rights of the lessor hereunder, the lessee shall pay the lessor as rent or royalty, without the right to any discount, the sum of one-half of one cent per pair for each pair of boots, shoes or other footwear, or portions thereof, operated upon by the aid of the leased machinery or any part thereof. The lessee shall keep full and accurate accounts, independently of any indicators that may be placed upon the leased machinery, showing the number of boots, shoes and other footwear, or portions thereof, operated upon by the aid of the leased machinery or any part thereof, and shall allow the lessor at all times, by its agents or attorneys, to examine and to take copies of such accounts and entries of the lessee as may serve to determine the total number of such boots, shoes and other footwear, or portions thereof, and the lessee shall produce all such accounts and entries upon request. The lessee shall require each of his operators upon the leased machinery or any part thereof to keep upon blanks or blank-books, to be furnished by the lessor, accurate daily records of the number of boots, shoes or other footwear, or portions thereof, operated upon by the aid of the leased machinery or any part thereof, and shall require his operators to sign such records, and, if requested so to do by the lessor, shall verify the same under oath. The lessee shall send to the office of the lessor in Brockton, on or before the fifth day of each calendar month, the original records for the next preceding calendar month kept by his operators, as above provided for; and, in case in any calendar month none of the leased machinery has been used, the lessee shall notify the lessor in writing of that fact, on or before the fifth day of the next succeeding

calendar month. The lessee shall also furnish any further information which may be called for in relation to the leased machinery or the use thereof.

And that the following agreements, stipulations and provisions are agreed to : —

Eight. If at any time the lessee shall fail or cease to use exclusively ironing and treeing machinery held by him under lease from the lessor for doing all work in the manufacture or preparation of all boots, shoes or other footwear made by or for him, which is done by the aid of treeing or ironing machinery, the lessor, although it may have waived or ignored prior instances of such failure or cessation, may, at its option, terminate forthwith, by notice in writing, any or all leases of or licenses to use machinery then existing between the lessor and the lessee ; and the possession of and full right to and control of all machinery the leases or licenses of which are so terminated shall thereupon revert in the lessor, free from all claims or demands whatsoever.

Nine. This lease and license shall continue, unless sooner terminated by the lessor because of breach thereof on the part of the lessee, or otherwise as herein provided, for seventeen years from the date hereof. But if any breach or default shall be made in the observance of any one or more of the conditions herein contained or contained in any other lease or license agreement subsisting between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise and expressed to be obligatory upon the lessee, the lessor shall have the right by notice in writing to the lessee to terminate forthwith any or all leases of or licenses to use machinery then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and this notwithstanding that previous breaches or defaults may have been unnoticed, waived, or condoned by or on behalf of the lessor. If, upon the expiration of the full term of this lease, the lessor does not request the return of the leased machinery, then the leased machinery shall continue to be held and used under and in accordance with the conditions of this lease and license, which shall thereupon be extended indefinitely as to term ; but thereafter either the

lessee or the lessor, upon sixty days' notice in writing to the other, may terminate this lease and license, whereupon the leased machinery shall be delivered forthwith to the lessor, as herein provided. Upon the expiration of this lease and license or any extension thereof or its termination by notice or by reason of any default on the part of the lessee as to the terms of this lease and license or any other lease or license from the lessor, or otherwise in any manner whatsoever, the lessee shall forthwith deliver the leased machinery to the lessor at Beverly, Massachusetts, in good order, reasonable wear and tear alone excepted; and shall thereupon pay to the lessor such sum as may necessary to put the leased machinery in suitable order and condition to lease to another lessee, and in addition thereto the lessee shall also, without prejudice to any other rights and remedies of the lessor hereunder, pay to the lessor the sum of One Hundred Dollars (\$100) as compensation for setting up the leased machinery in his factory, for instructing operators and for deterioration of the leased machinery; and the lessee for himself, his heirs, executors and administrators, hereby grants to the lessor, its successors and assigns, full right, power and authority to enter upon the premises and into any factory, room, or any place where the leased machinery, or any part thereof, may be, and take possession thereof, and take away the same.

Ten. A notice in writing, signed by the president, a vice-president, the treasurer or the assistant treasurer of the lessor or by any assignee of the lessor's rights hereunder, and posted by prepaid letter, addressed to the lessee or delivered at his usual or last known place of abode or business, that the lease and license hereby granted is determined or shall be determined at the expiration of a certain period, shall be a sufficient determination of the lease and license from the time of posting or delivering such notice, or from the expiration of the period therein mentioned, as the case may be. Any termination of this lease and license shall not release the lessee from his obligation to pay rent or royalty for the period prior to such termination and shall be without prejudice to any other rights or remedies which the lessor may have for violation of con-

tract, use of machines without right or use of patented inventions without license.

Eleven. The lessee admits the validity for the full term expressed in the grant thereof (and every extension and renewal thereof) of each and every of the Letters Patent of the United States of America, owned by the lessor or under which it is licensed, any of the inventions of which are or hereafter may be embodied in the leased machinery. The lessee also agrees that he will not directly or indirectly infringe or contest the validity for the full term expressed in the grant thereof or of any extension or renewal thereof, of any of said Letters Patent or the title of the lessor thereto. The expiration of this agreement or any extension thereof or the termination or cesser of the lease and license hereby granted shall not in any way affect the provisions of this clause, or release or discharge the lessee from the admissions and estoppels herein set forth.


Twelve. None of the terms or conditions of this lease and license shall be held to have been waived by any act or knowledge of the lessor, its agents or employees, but only by an instrument in writing, signed by the president, a vice-president or the treasurer of the lessor.

Thirteen. The term "lessor" shall include the said O. A. Miller Treeing Machine Company and its successors and assigns. All the conditions and agreements binding on the lessee shall be binding on and enforceable against his legal representatives. In the construction of this instrument, words relating to the number and gender of the parties shall be read according to their real number and gender.

In witness whereof, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

by

by

 If lessee is a corporation, add corporate seal.

[On back:]

O. A. Miller Treeing Machine Company.

Victor Power Ironing Machine.

Lease No., Lessee.

Date, 19 .

Machine No.

PLAINTIFF'S EXHIBIT 54.

[Put in Evidence, page 404.]

Lease and License Number

[4001.]

Shoe Repair Outfit.

This Lease and Agreement made at Boston, in the State of Massachusetts, this day of 19 , between the United Shoe Repairing Machine Company, a corporation organized under the laws of the State of Maine, having an office in said Boston, hereinafter referred to as the lessor, of the one part, and of in the State of , hereinafter referred to as the lessee, of the other part:

Witnesseth, that the lessor, in consideration of the covenants and agreements on the part of the lessee herein contained, does hereby lease to and license the lessee under any letters patent belonging to the lessor or under which the lessor has the right to grant such license affecting any inventions which are now or hereafter may be embodied therein or employed in the operation thereof, to use the machine or machines now or hereafter delivered to the lessee and designated by number or numbers in the following schedule, viz.:—

SCHEDULE OF MACHINES.

Machine Bench, No.

Goodyear Outsole Rapid Lockstitch Machine, No.

Extension Edge Attachment (A), No.

Steam Generator, No.

Goodyear Rapid Bobbin Winding Machine, No.

Edge Trimming Machine, No.

Cutter Grinding Machine, No.

Edge Trimming Machine Blower, No.

Buffing Machine, No.

Finishing Machine, No.

Edge Setting Machine, No.

Tap Scarfing Machine, No.

Impression Stitch Machine, No.

and any duplicate parts, extras, mechanisms and devices, relating thereto, or used in connection therewith, now attached to or delivered with the said designated machine or machines, or which may at any time hereafter be obtained from the lessor, or be added thereto by or with the consent of the lessor (the whole of which machine or machines, duplicate parts, extras, mechanisms and devices, held by the lessee under these presents, whether now or hereafter delivered to or in the possession of the lessee, is hereinafter referred to as the "leased machinery"), subject to the conditions hereinafter contained.

And that the following are agreed to as conditions of the lease and license of the leased machinery, all of which the lessee covenants and agrees to keep and perform: —

One. The leased machinery shall at all times remain and be the sole and exclusive property of the lessor, and the lessee shall have no right of property therein, but only the right to use the same, upon the conditions herein contained. The leased machinery shall be used only by the lessee himself, or by operatives in his direct employ, and only on the premises now occupied by him at No.

Street in in the State of unless the lessor shall in each instance by an instrument in writing signed by its President, Vice-President or Treasurer authorize the lessee to remove the leased machinery and use the same elsewhere. The leased machinery shall not be transferred or delivered or sublet to any other person or corporation, and neither the lease nor the license hereby granted can be assigned by the lessee by his own act or by operation of law. If the lessee becomes insolvent or bankrupt, or has a receiving order made against him, or makes or executes any bill of sale, deed of trust or assignment for the benefit of his creditors, or if a sale, mortgage, lease or unauthorized removal of the leased machinery, or any part thereof, be made or attempted, or if any distress or

execution or attachment be levied thereon, then and in each such case any or all leases of or licenses to use machinery then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, shall at the option of the lessor cease and determine, and the possession of and full right to and control of all machinery the leases or licenses of which are so terminated shall thereupon revert in the lessor free from all claims or demands whatsoever. The lessor and its agents and employees, shall at all times be given access to the leased machinery for the purpose of inspecting it or watching its use and operation, or of altering, repairing, improving or adding to it, or determining the nature or extent of its use, and the lessee shall afford all reasonable facilities therefor.

Two. The lessee shall at all times and at his own expense keep the leased machinery in good and efficient working order and condition, and shall not permit any one to injure or deface or remove any plate, or dates, numbers, or other inscriptions now or hereafter impressed on or affixed to the leased machinery. The lessee shall obtain from the lessor exclusively, and shall pay therefor at the regular prices from time to time established by the lessor, all the duplicate parts, extras, mechanisms and devices, of every kind needed or used in operating, repairing, or renewing the leased machinery, and the same shall form part of the leased machinery, and the lessee shall not otherwise make or allow to be made any addition, subtraction or alteration to, from, or in the leased machinery, nor interfere with the proper operation of the same.

Three. The lessee shall pay all taxes and assessments which shall be assessed upon or in respect to the leased machinery or other machinery of the lessor held by the lessee under lease or license upon whomsoever assessed. All taxes or assessments in respect to leases, licenses or agreements covering machinery, or the rights to payments thereunder, shall be construed, for the purposes of this article, to be assessed in respect to the machinery itself. In case at any time any unapportioned tax or assessment shall be assessed to the lessor in respect in part, but not wholly to machinery of the lessor in the possession of the lessee the lessee shall

pay to the lessor such proportionate part of the total amount of said unapportioned tax or assessment as the fair valuation, to be determined by the lessor, of said machinery of the lessor in the possession of the lessee bears to the fair valuation, to be determined by the lessor, of all machinery and other tangible property in respect to which the unapportioned tax or assessment has been assessed.

Four. The leased machinery shall be used in repairing footwear only and shall be used for no purpose other than that for which it is designed and hereby leased. It shall not nor shall any part thereof be used in the manufacture of new footwear. It shall not nor shall any part thereof be used in repairing any welted footwear other than the footwear known in the trade as "Goodyear Welts" or "Hand Welts" the welts of which have been attached by Goodyear Welt Sewing Machines or by hand and the outsoles of which have been attached by Goodyear Outsole Stitching Machines or by hand. It shall not nor shall any part thereof be used upon any welted footwear in the repair of which any Outsole Sewing or Stitching Machine other than Goodyear Outsole Rapid Lockstitch Machines held by the lessee under lease from the lessor or its assignor has been or is to be used. Subject to the foregoing limitations all Goodyear Outsole Rapid Lockstitch Machines hereby leased or held by the lessee under other lease from the lessor (whether as the result of assignment to the lessor or otherwise) shall be used by the lessee to their full capacity limited only by the amount of work done by or for the lessee in which the same can be used.

Five. The lessee shall pay to the lessor upon the execution hereof, as a lease premium, the sum of Dollars and the lessee shall also pay to the lessor on the last day of each calendar month the sum of twenty-four (24) cents for each and every one thousand (1000) revolutions made during the next preceding calendar month by the main shaft of each Goodyear Outsole Rapid Lockstitch Machine held by the lessee under any lease or license or other agreement subsisting between the lessor and the lessee (whether as the result of assignment to the lessor or otherwise) which contains a

provision for payment based upon the number of revolutions similar to that herein contained as indicated by the indicator attached thereto by the lessor or its assignor: provided, however, that in all cases when the lessee shall pay to the lessor on or before the fifteenth day of the calendar month the amount due for the next preceding calendar month, and such amount shall exceed the guaranteed amount hereinafter provided for, the lessor will, in consideration of such prompt payment, grant a discount of fifty per cent. from said amount for such preceding calendar month, except that such discount shall in no case exceed the difference between the amount due for such preceding calendar month and said guaranteed amount. The lessee, however, guarantees that the total amount paid to the lessor in accordance with the provisions of this paragraph hereof (less all abatements) shall be at least five (5) dollars for each calendar month for each such Goodyear Outsole Rapid Lockstitch Machine, and the lessee shall pay to the lessor on the last day of each calendar month the amount, if any, by which the amount paid for the preceding calendar month is less than said guaranteed amount.

Six. The lessor may attach to the leased machinery or any thereof an indicator or indicators to register the number of revolutions or movements of any part or parts thereof and the lessee shall not allow any person other than the lessor or its agents to disturb or interfere with such indicator or indicators. In case any indicator thus attached shall from any cause cease to correctly indicate or register, or shall be disturbed or out of repair, or if the glass covering any such indicator shall be removed or broken or injured, then and as often as the same shall happen, the lessee shall immediately by writing notify the lessor and at the same time explain the circumstances under which the same has happened, and the lessee shall pay to the lessor the sum of six cents per pair for each pair of footwear operated upon by any Goodyear Outsole Rapid Lockstitch Machine held by the lessee under lease from the lessor (whether as the result of assignment to the lessor or otherwise) during such time as any indicator attached thereto by the lessor or its assignor shall be or remain disturbed or out of repair or the glass covering

the same shall be or remain removed, broken or injured. The lessee shall keep full and accurate accounts, independently of any indicator that may be placed upon the leased machinery, showing the number of pairs of footwear or portions thereof operated upon by each Goodyear Outsole Rapid Lockstitch Machine held by the lessee under lease from the lessor (whether as the result of assignment to the lessor or otherwise), and shall allow the lessor at all times by its agents or attorneys to examine and to take copies of such accounts and entries of the lessee as may serve to determine the total number of pairs of such footwear or portions thereof, and the lessee shall produce all such accounts and entries upon request. The lessee shall, on or before the fifth day of each calendar month, render to the lessor upon blanks or blank books to be furnished by the lessor, a statement which shall show the number of revolutions made during the calendar month next preceding as indicated by the indicator attached to each such Goodyear Outsole Rapid Lockstitch Machine, which statement shall be signed by the lessee or by the operator or operators of said machine, and, if requested by the lessor, such statement shall be verified by the lessee under oath. The lessee shall also whenever requested by the lessor render to the lessor a statement showing the number of pairs of footwear or portions thereof operated upon by any such Goodyear Outsole Rapid Lockstitch Machine during any period which the lessor may request, and shall, if so requested by the lessor, verify such statement under oath. The lessee shall also furnish any further information which may be called for by the lessor with reference to the leased machinery or the use thereof.

And that the following terms, stipulations and provisions are agreed to:—

Seven. In case at any time the lessee shall fail or cease to use exclusively stitching machinery held by him under lease from the lessor or its assignor for doing all work which is of the kind for which he is licensed to use the stitching machinery held by him under lease from the lessor or its assignor and which is done by or for him by the aid of sole stitching machinery, the lessor, although it may have waived or ignored prior instances of such failure or

cessation, may, at its option, terminate forthwith by notice in writing this lease and license and any or all other leases of or licenses to use machinery then existing between the lessor and the lessee (whether as the result of assignment to the lessor or otherwise) and the possession of and full right to and control of all machinery the lease or license of which is so terminated shall thereupon revert in the lessor free from all claims and demands whatsoever.

Eight. In case at any time the leased machines, or any thereof, shall have parts missing or broken or shall not otherwise, in the opinion of the lessor, be in good and efficient working order and condition, the lessor, without prejudice to any other of its rights or remedies, may forthwith put the same in good and efficient working order and condition, and may replace all broken or missing parts, and the lessee shall forthwith pay the lessor the expense of making such repairs and for all parts supplied at the regular prices established by the lessor for such parts.

Nine. This lease and license shall continue, unless sooner terminated by the lessor because of breach thereof on the part of the lessee, or otherwise as herein provided, for seventeen years from the date hereof. But if any breach or default shall be made in the observance of any one or more of the conditions herein contained or contained in any other lease or license now or hereafter existing between the lessee and the lessor (whether as the result of assignment to the lessor or otherwise) and expressed to be obligatory upon the lessee, the lessor shall have the right by notice in writing to the lessee to terminate forthwith any or all leases of or licenses to use machinery then in force between the lessor and the lessee whether as the result of assignment to the lessor or otherwise, and this notwithstanding that previous breaches or defaults may have been unnoticed, waived or condoned by or on behalf of the lessor. If, upon the expiration of the full term of this lease, the lessor does not request the return of the leased machinery, then the leased machinery shall continue to be held and used under and in accordance with the conditions of this lease and license, which shall thereupon be extended indefinitely as to term; but thereafter either the

lessee or the lessor, upon thirty days' notice in writing to the other, may terminate this lease and license, whereupon the leased machinery shall be delivered forthwith to the lessor, as herein provided.

Ten. Independently of and in addition to all other rights and remedies of the lessor hereunder the lessor shall have the right to terminate this lease and license at any time upon thirty days' notice in writing to the lessee.

Eleven. Upon the expiration of this lease and license or any extension thereof or its termination by notice or by reason of any default on the part of the lessee as to the terms of this lease and license or any other lease or license from the lessor or otherwise in any manner whatsoever, the lessee shall forthwith deliver the leased machinery to the lessor at Beverly, Massachusetts, complete and in good order, reasonable wear and tear alone excepted; and the lessee for himself, his heirs, executors and administrators, hereby grants to the lessor, its successors and assigns, full right, power and authority to enter upon the premises and into any factory, room or any place where the leased machinery, or any part thereof, may be, and take possession thereof, and take away the same; and in no case shall the lessee have any claim for the repayment or offset of any sum or sums, or any part thereof, which shall have been paid as consideration for the grant of this lease and license or for rent or royalty, or otherwise in respect to the leased machinery; excepting alone, however, that in case the lease and license hereby granted shall be terminated by the lessor at any time within five years from the date hereof in the exercise by the lessor of the option contained in Article Ten, hereof, without any breach or default whatsoever on the part of the lessee and without any other right of termination having accrued to the lessor, the lessor shall repay to the lessee such proportionate part of the sum paid by the lessee to the lessor as a lease premium upon the grant of this lease and license as the unexpired portion of said period of five years from the date hereof bears to said entire period of five years, less the amount of any indebtedness of the lessee to the lessor under this lease and license agreement or otherwise.

Twelve. A notice in writing, signed by the president, a vice-president, the treasurer or the assistant treasurer of the lessor or by any assignee of the lessor's rights hereunder, and posted by prepaid letter, addressed to the lessee or delivered at his usual or last known place of abode or business, that the lease and license hereby granted is terminated or shall be terminated at the expiration of a certain period, shall be a sufficient termination of the lease and license from the time of posting or delivering such notice, or from the expiration of the period therein mentioned, as the case may be. Any termination of this lease and license shall not release the lessee from his obligation to pay rent or royalty for the period prior to such termination, and shall be without prejudice to any other rights or remedies which the lessor may have for violation of contract, use of machines without right, or use of patented inventions without license.

Thirteen. The lessee admits the validity for the full term expressed in the grant thereof (and every extension and renewal thereof) of each and every of the Letters Patent of the United States of America, owned by the lessor or under which it is licensed, any of the inventions of which are or hereafter may be embodied in the leased machinery. The lessee also agrees that he will not directly or indirectly infringe or contest the validity for the full term expressed in the grant thereof or of any extension or renewal thereof, of any of the Letters Patent referred to in the "Schedule of Patents" hereto annexed or the title of the lessor thereto. The expiration of this agreement or any extension thereof or the termination or cesser of the lease or license hereby granted shall not in any way affect the provisions of this clause, or release or discharge the lessee from the admissions and estoppels herein set forth.

Fourteen. None of the terms or conditions of this lease and license shall be held to have been waived by any act or knowledge of the lessor, its agents or employees, but only by an instrument in writing, signed by the president, a vice-president or the treasurer of the lessor.


Fifteen. The term "lessor" shall include the said United Shoe Repairing Machine Company and its successors and assigns. All

the conditions and agreements binding on the lessee shall be binding on and enforceable against his legal representatives. In the construction of this instrument, words relating to the number and gender of the parties shall be read according to their real number and gender.

In witness whereof, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

By

By

 If lessee is a corporation, add corporate seal.

SCHEDULE OF PATENTS.

(Referred to in Article Thirteen herein.)

No. 528,467 October 30, 1894	No. 732,729 July 7, 1903
No. 563,471 July 7, 1896	No. 900,925 October 13, 1908
No. 563,472 July 7, 1896	No. 906,092 December 8, 1908
No. 564,379 July 21, 1896	No. 917,872 April 13, 1909
No. 564,883 July 28, 1896	No. 922,696 May 25, 1909
No. 572,878 December 8, 1896	No. 930,115 August 3, 1909
No. 582,510 May 11, 1897	No. 944,498 December 28, 1909
No. 583,522 June 1, 1897	No. 946,591 January 18, 1910
No. 583,968 June 8, 1897	No. 963,761 July 12, 1910
No. 584,039 June 8, 1897	No. 971,014 September 20, 1910
No. 675,783 June 4, 1901	No. 974,309 November 1, 1910
No. 704,457 July 8, 1902	No. 974,757 November 1, 1910
No. 704,458 July 8, 1902	

[On back:]

United Shoe Repairing Machine Company.
Shoe Repair Outfit.

Lease No., Lessee.
Date, 19 . . .
Machines.

PLAINTIFF'S EXHIBIT 55.

[Put in Evidence, page 405.]

Lease and License Agreement Number . [Form 1003.]

This Agreement made this day of 19 , between the O. A. Miller Treeing Machine Company, a corporation organized under the laws of the State of Maine, hereinafter referred to as the lessor, of the one part, and of in the State of , hereinafter referred to as the lessee, of the other part :

Witnesseth, that the lessor, in consideration of the covenants and agreements on the part of the lessee herein contained, does hereby lease to and during the continuance of such lease does license the lessee under any letters patent belonging to the lessor or under which the lessor has the right to grant such license affecting any inventions which are now or hereafter shall be embodied therein or employed in the operation thereof, to use

Miller Shoe Breaking-In and Forming Machine(s) No(s).
now or hereafter delivered to the lessee and all tools, duplicate parts, extras, mechanisms and devices relating thereto, or used in connection therewith, now attached to or delivered with the said designated machine or machines or which may at any time hereafter be obtained from the lessor, or be added thereto by or with the consent of the lessor (the whole of which machine or machines, tools, duplicate parts, extras, mechanisms and devices, held by the lessee under these presents, whether now or hereafter delivered to or in the possession of the lessee, is hereinafter referred to as the "leased machinery"), subject to the conditions hereinafter contained.

And that the following are agreed to as conditions of this agreement, all of which the lessee covenants and agrees to keep and perform : —

One. The leased machinery shall at all times remain and be the sole and exclusive property of the lessor, and the lessee shall have no right of property therein, but only the right to use the same, upon the conditions herein contained. The leased machinery shall be used only by the lessee himself, or by operatives in his direct

employ. The leased machinery shall be used only the premises now occupied by the lessee at No. Street in in the State of , unless the lessor shall by an instrument in writing, signed by its president, vice-president or treasurer, authorize the lessee to remove the leased machinery, and to use the same elsewhere. The leased machinery shall not be transferred or delivered or sublet to any other person or corporation, and neither this agreement nor the lease nor the license hereby granted can be assigned by the lessee by his own act or by operation of law. If the lessee becomes insolvent or bankrupt, or has a receiving order made against him, or makes or executes any bill of sale, deed of trust or assignment for the benefit of his creditors, or if a sale, mortgage, lease or unauthorized removal of the leased machinery, or any part thereof be made or attempted, or if any distress or execution or attachment be levied thereon, then and in each such case any or all leases of or licenses to use machinery then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, shall at the option of the lessor cease and determine, and the possession of and full right to and control of all machinery the leases or licenses of which are so terminated, shall thereupon revert in the lessor free from all claims and demands whatsoever. The lessor and its agents and employees shall at all times be given access to the leased machinery for the purpose of inspecting it or watching its use and operation, or of altering, repairing, improving, or adding to it, or determining the nature or extent of its use, and the lessee shall afford all reasonable facilities therefor.

Two. The lessee shall at all times and at his own expense keep the leased machinery in good and efficient working order and condition, and shall not permit any one to injure or deface or remove any plate, or dates, numbers, or other inscriptions now or hereafter impressed on or affixed to the leased machinery by the lessor. The lessee shall obtain from the lessor exclusively, and shall pay therefor at the regular prices from time to time established by the lessor, all the special tools, duplicate parts, extras, mechanisms and devices of every kind needed or used in operating, repairing, or renewing

the leased machinery, and the same shall form part of the leased machinery, and the lessee shall not otherwise make or allow to be made any addition, subtraction, or alteration to, from, or in the leased machinery nor interfere with the proper operation of the same.

Three. The leased machinery shall at all times, until the expiration or termination of the lease thereof and license to use the same hereby granted and the re-delivery of the leased machinery into the possession of the lessor as hereinafter provided, be held at the sole risk of the lessee from injury, loss or destruction, and in case any machine or machines hereby leased shall be destroyed by fire or otherwise before such expiration or termination and re-delivery, the lessee shall pay to the lessor upon demand the sum of One Hundred and Fifty Dollars (\$150) in respect to each machine so destroyed as partial reimbursement to the lessor for such destruction, and the lessee shall forthwith return whatever remains of the leased machinery so destroyed to the lessor at Brockton, Massachusetts.

Four. The lessee shall pay all taxes and assessments which shall be assessed in respect to the leased machinery or other machinery of the lessor in the possession of the lessee upon whomsoever assessed. All taxes or assessments in respect to leases, licenses or agreements covering machinery, or the rights to payments thereunder, shall be construed, for the purposes of this article, to be assessed in respect to the machinery itself.

Five. The lessee shall pay to the lessor immediately upon the execution hereof as an installation fee the sum of Twenty-five Dollars (\$25) in respect to each machine hereby leased. The lessee shall also pay to the lessor annually, in advance, a rental or royalty of Twenty-five Dollars (\$25) per year in respect to each machine hereby leased, the first such payment to be made forthwith in addition to the installation fee and subsequent payments to be made on the anniversary of the date of this agreement in each year.

Six. The lease hereby granted shall continue, unless sooner terminated by the lessor because of breach thereof on the part of the lessee or otherwise as herein provided, for a period of one (1) year from the date hereof, and unless terminated by either party by

written notice to the other upon the expiration of said period of one year shall continue thereafter from year to year until such time as either party shall have given to the other, at least thirty days prior to the expiration of any lease year, notice in writing to terminate the same upon the expiration of such lease year. In case, however, at any time any breach or default shall be made in the observance of any one or more of the conditions in this agreement contained or contained in any other lease and license agreement between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and expressed to be obligatory upon the lessee, the lessor shall have the right, by notice in writing to the lessee, to terminate forthwith any or all leases of or licenses to use machinery then in force between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and this notwithstanding that previous breaches or defaults have been unnoticed, waived, or condoned by the lessor. Upon the expiration or termination of the lease hereby granted or any extension thereof by notice or by reason of any default on the part of the lessee or otherwise in any manner whatsoever, the lessee shall forthwith, at his own expense, deliver the leased machinery to the lessor at Brockton, Massachusetts, complete and in good order, reasonable wear and tear alone excepted, and shall thereupon pay to the lessor such sum as may be necessary to put the leased machinery in good and efficient working order and condition, including payment at the regular rates established by the lessor therefor for any broken or missing parts, tools or mechanisms, and in no case shall the lessee be entitled to the return or offset of any sum or any part thereof which he shall have paid as consideration for the grant of this lease and license or for rent or royalty or otherwise in respect to the leased machinery. The lessee, for himself, his heirs, executors, administrators, successors and assigns, hereby grants to the lessor and its agents full right, power, and authority upon such expiration or termination to enter upon the premises and into any factory, room, or any place where the leased machinery or any part thereof may be, and to take possession thereof and take away the same.

Seven. A notice in writing, signed by the president, a vice-president, the treasurer or an assistant treasurer of the lessor or by any assignee of the lessor's rights hereunder, and posted by prepaid letter, addressed to the lessee or delivered at his usual or last known place of abode or business, that the lease and license hereby granted is terminated or shall be terminated at the expiration of a certain period, shall be a sufficient termination of the lease and license from the time of posting or delivering such notice, or from the expiration of the period therein mentioned, as the case may be. Any termination of this lease and license shall not release the lessee from his obligation to pay rent or royalty for the period prior to such termination, and shall be without prejudice to any other rights or remedies which the lessor may have for violation of contract, use of machines without right or use of patented inventions without license.

Eight. The lessee admits the validity for the full term expressed in the grant thereof (and every extension and renewal thereof) of each and every of the Letters Patent of the United States of America, owned by the lessor or under which it is licensed, any of the inventions of which are or hereafter may be embodied in the leased machinery. The lessee also agrees that he will not directly or indirectly infringe or contest the validity for the full term expressed in the grant thereof, or of any extension or renewal thereof, of any of said Letters Patent or the title of the lessor thereto. The expiration or termination of the lease and license hereby granted shall not in any way affect the provisions of this clause, or release or discharge the lessee from the admissions and estoppels herein set forth.

Nine. None of the conditions, stipulations or provisions of this agreement shall be held to have been waived by any act or knowledge of the lessor, its agents or employees, but only by an instrument in writing, signed by the president, a vice-president or the treasurer of the lessor.

Ten. The term "lessor" shall include the said O. A. Miller Treeing Machine Company and its successors and assigns. All the conditions, stipulations and provisions binding on the lessee shall

be binding on and enforceable against his legal representatives. In the construction of this instrument, words relating to the number and gender of the parties shall be read according to their real number and gender.

In witness whereof, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

by

by

☞ If lessee is a corporation, add corporate seal.

[On back:]

O. A. Miller Treering Machine Company.
 Miller Shoe Breaking-In and Forming Machine.
 Lease No. _____, Lessee.
 Date, _____ 19 ____
 Machine(s) No(s). _____

PLAINTIFF'S EXHIBIT 56.

[Put in Evidence, page 405.]

Lease and License Agreement Number _____ (1808)

This Agreement made at Boston, in the State of Massachusetts, this _____ day of _____ 19 __, between the United Shoe Machinery Company, a corporation organized under the laws of the State of New Jersey, having an office in said Boston, hereinafter referred to as the lessor, of the one part, and _____ of _____ in the State of _____, hereinafter referred to as the lessee, of the other part:

Witnesseth, that the lessor, in consideration of the covenants and agreements on the part of the lessee herein contained, does hereby lease to and license the lessee under any letters patent belonging to the lessor or under which the lessor has the right to grant such license affecting any inventions which are now or hereafter shall be embodied therein or employed in the operation thereof, to use

Patent Leather Repairing Machine(s), No(s).
 and any finishing belts, duplicate parts, extras, mechanisms and

devices relating thereto, or used in connection therewith, now attached to or delivered with the said designated machine or machines or which may at any time hereafter be obtained from the lessor, or be added thereto by or with the consent of the lessor (the whole of which machine or machines, finishing belts, duplicate parts, extras, mechanisms and devices, held by the lessee under these presents, whether now or hereafter delivered to or in the possession of the lessee, is hereinafter referred to as the "leased machinery"), subject to the conditions hereinafter contained.

And that the following are agreed to as conditions of this agreement, all of which the lessee covenants and agrees to keep and perform:—

One. The leased machinery shall at all times remain and be the sole and exclusive property of the lessor, and the lessee shall have no right of property therein, but only the right to use the same, upon the conditions herein contained. The leased machinery shall be used only by the lessee himself, or by operatives in his direct employ, and only in the factory now occupied by him at in the State of . The leased machinery shall not be transferred or delivered or sublet to any other person or corporation, and neither this agreement nor the lease nor the license hereby granted can be assigned by the lessee by his own act or by operation of law. If the lessee becomes insolvent or bankrupt, or has a receiving order made against him, or makes or executes any bill of sale, deed of trust or assignment for the benefit of his creditors, or if a sale, mortgage, lease or removal of the leased machinery, or any part thereof, be made or attempted, or if any distress or execution or attachment be levied thereon, then and in each such case any or all leases of or licenses to use machinery then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, shall at the option of the lessor cease and determine, and the possession of and full right to and control of all machinery the leases or licenses of which are so terminated, shall thereupon revert in the lessor free from all claims and demands whatsoever. The lessor and its agents and employees

shall at all times be given access to the leased machinery for the purpose of inspecting it or watching its use and operation, or of altering, repairing, improving, or adding to it, or determining the nature or extent of its use, and the lessee shall afford all reasonable facilities therefor.

Two. The lessee shall at all times and at his own expense keep the leased machinery in good and efficient working order and condition, and shall not permit any one to injure or deface or remove any plate, or dates, numbers, or other inscriptions now or hereafter impressed on or affixed to the leased machinery by the lessor. The lessee shall obtain from the lessor exclusively, and shall pay therefor at the regular prices from time to time established by the lessor, all the finishing belts, duplicate parts, extras, mechanisms and devices, of every kind needed or used in operating, repairing, or renewing the leased machinery, and the same shall form part of the leased machinery, and the lessee shall not otherwise make or allow to be made any addition, subtraction or alteration to, from, or in the leased machinery without the consent in writing of the lessor nor interfere with the proper operation of the same.

Three. The leased machinery shall at all times, until the expiration or termination of the lease thereof and license to use the same hereby granted and the re-delivery of the leased machinery into the possession of the lessor as hereinafter provided, be held at the sole risk of the lessee from injury, loss or destruction, and in case any machine or machines hereby leased shall be destroyed by fire or otherwise before such expiration or termination and re-delivery, the lessee shall pay to the lessor upon demand the sum of One Hundred Dollars (\$100) in respect to each machine so destroyed as partial reimbursement to the lessor for such destruction, and the lessee shall forthwith return whatever remains of all the machinery so destroyed to the lessor at Beverly, Massachusetts.

Four. The lessee shall pay all taxes and assessments which shall be assessed in respect to the leased machinery or other machinery of the lessor held by the lessee under lease or license upon whomsoever assessed. All taxes or assessments in respect to leases, licenses or agreements covering machinery, or the rights to pay-

ments thereunder, shall be construed, for the purposes of this article, to be assessed in respect to the machinery itself. In case at any time any unapportioned tax or assessment shall be assessed to the lessor in respect in part but not wholly to machinery of the lessor in the possession of the lessee the lessee shall pay to the lessor such proportionate part of the total amount of said unapportioned tax or assessment as the fair valuation, to be determined by the lessor, of said machinery of the lessor in the possession of the lessee bears to the fair valuation, to be determined by the lessor, of all machinery (excepting machinery, if any, in the lessor's own possession) in respect to which the unapportioned tax or assessment has been assessed; provided, however, that if such unapportioned tax or assessment includes any tax or assessment in respect to tangible property in the lessor's own possession the amount thereof, based, at the established rate, upon the fair valuation, to be determined by the lessor, of such property, shall first be deducted and the lessee shall pay his proportionate part as aforesaid of the balance only of said unapportioned tax or assessment after such deduction has been made.

Five. The leased machinery shall be used only in the manufacture of welted footwear which has been or shall be welted and the soles stitched by welt sewing and sole stitching machinery held by the lessee under lease from the lessor, or in the manufacture of turned footwear, the soles of which have been or shall be attached to their uppers by turn sewing machinery held by the lessee under lease from the lessor, or in the manufacture of other kinds of footwear which have been or shall be lasted by lasting machines held by the lessee under lease from the lessor.

Six. The lessee shall pay to the lessor immediately after the execution hereof as a lease premium the sum of One Hundred Dollars (\$100) for each machine hereby leased. The lessee shall also pay to the lessor as rental or royalty for the leased machinery the fixed sum of Four Dollars (\$4) per month for each machine hereby leased, payable on the fifteenth day of each calendar month in respect to the preceding calendar month.

Seven. The lessor may attach to the leased machinery, or any

thereof, an indicator or indicators to register the number of revolutions or movements of any part or parts thereof, and the lessee shall not allow any person (other than the lessor or its agents) to disturb or interfere with such indicator or indicators. In case any indicator thus attached shall from any cause cease to correctly indicate or register, or shall be disturbed or out of repair, or if the glass covering any such indicator shall be removed or broken or injured, then and as often as the same shall happen the lessee shall immediately by writing notify the lessor and at the same time explain the circumstances under which the same has happened. The lessee shall, if so requested by the lessor any time, keep full and accurate accounts independently of any indicators that may be placed upon the leased machinery showing the number of boots, shoes and other footwear, or portions thereof, in the manufacture or preparation of which the leased machinery or any part thereof shall be used, and shall, upon request, allow the lessor at any and all times, by its agents or attorneys, to examine and take copies of all such accounts and entries of the lessee as may aid in determining the number of boots, shoes and other footwear, or portions thereof, operated upon by the leased machinery or any part thereof; and the lessee shall produce all such accounts and entries upon request. The lessee shall, if so requested by the lessor at any time, render to the lessor such statements and furnish to the lessor such other information as may be called for with reference to the leased machinery or the use thereof.

And that the following stipulations and provisions are agreed to:—

Eight. The term of this agreement shall be seventeen years from the date hereof. The lease of the leased machinery and license to use the same hereby granted shall continue, unless sooner terminated by the lessor because of breach thereof on the part of the lessee or otherwise as herein provided, for the full term of this agreement. But if any breach or default shall be made in the observance of any one or more of the conditions in this agreement contained or contained in any other lease or license agreement subsisting between the lessor and the lessee, whether as the result of

assignment to the lessor or otherwise, and expressed to be obligatory upon the lessee, the lessor shall have the right, by notice in writing to the lessee, to terminate forthwith any or all leases of or licenses to use machinery then existing between the lessor and the lessee, and this notwithstanding that previous breaches or defaults may have been unnoticed, waived, or condoned by or on behalf of the lessor. If, upon the expiration of the full term of this agreement, the lessor does not request the return of the leased machinery, then the leased machinery shall continue to be held and used under and in accordance with the conditions, stipulations and provisions in this agreement contained, and this agreement and the lease and license herein contained shall thereupon be extended indefinitely as to term; but thereafter either the lessee or the lessor, upon sixty days' notice in writing to the other, may terminate this agreement and the lease and license herein contained, whereupon the leased machinery shall be delivered forthwith to the lessor, as herein provided. Upon the expiration or termination of this agreement or any extension thereof or of the lease and license herein contained by notice or by reason of any default on the part of the lessee as to the terms of this agreement or any other lease or license agreement from the lessor, or otherwise in any manner whatsoever, the lessee shall forthwith, at his own expense, deliver the leased machinery to the lessor at Beverly, Massachusetts, complete and in good order, reasonable wear and tear alone excepted and shall thereafter upon demand pay to the lessor such sum as may be necessary to cover replacement of all missing or broken parts at the regular prices established by the lessor therefor; and the lessee, for himself, his heirs, executors and administrators, hereby grants to the lessor, its successors and assigns, full right, power, and authority to enter upon the premises and into any factory, room, or any place where the leased machinery or any part thereof may be, and take possession thereof and take away the same; and the lessee shall have no claim for the repayment of any sum or sums or any part thereof which he shall have paid as consideration for the grant of this lease and license or for rent or royalty or otherwise in respect to the leased machinery.

Nine. In case at any time the leased machinery, or any thereof, shall have parts missing or broken or shall not otherwise, in the opinion of the lessor, be in good and efficient working order and condition, the lessor, without prejudice to any other of its rights or remedies, may forthwith put the same in good and efficient working order and condition, and may replace all broken or missing parts, and the lessee shall forthwith pay the lessor the expense of making such repairs and for all parts supplied at the regular prices established by the lessor for such parts.

Ten. A notice in writing, signed by the president, a vice-president, the treasurer or an assistant treasurer of the lessor, or by any assignee of the lessor's rights hereunder and posted by prepaid letter, addressed to the lessee or delivered at his usual or last known place of abode or business, that the lease and license hereby granted is terminated or shall be terminated at the expiration of a certain period, shall be a sufficient termination of the lease and license from the time of posting or delivering such notice, or from the expiration of the period therein mentioned, as the case may be. Any termination of this agreement or of the lease and license hereby granted shall not release the lessee from his obligation to pay rent or royalty for the period prior to such termination and shall be without prejudice to any other rights or remedies which the lessor may have for violation of contract, use of machines without right or use of patented inventions without license.

Eleven. The lessee admits the validity for the full term expressed in the grant thereof (and every extension and renewal thereof) of each and every of the Letters Patent of the United States of America, owned by the lessor or under which it is licensed, any of the inventions of which are or hereafter may be embodied in the leased machinery. The lessee also agrees that he will not directly or indirectly infringe or contest the validity for the full term expressed in the grant thereof, or of any extension or renewal thereof, of any of said Letters Patent or the title of the lessor thereto. The expiration of this agreement or any extension thereof or the termination or cesser of the lease and license hereby granted shall not in any way affect the provisions of this clause, or release

or discharge the lessee from the admissions and estoppels herein set forth.

Twelve. None of the conditions, stipulations or provisions of this agreement shall be held to have been waived by any act or knowledge of the lessor, its agents or employees, but only by an instrument in writing, signed by the president, a vice-president or the treasurer of the lessor.

Thirteen. The term "lessor" shall include the said United Shoe Machinery Company and its successors and assigns. All the conditions, stipulations and provisions binding on the lessee shall be binding on and enforceable against his legal representatives. In the construction of this instrument, words relating to the number and gender of the parties shall be read according to their real number and gender.

In witness whereof, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

by

by

☞ If lessee is a corporation, add corporate seal.

[On back:]

United Shoe Machinery Company.
Lease No., Lessee.
Date, 19

Patent Leather Repairing Machine(s), No(s).

PLAINTIFF'S EXHIBIT 57.

[Put in Evidence, page 406.]

General Department.

(1806)

Lease and License Agreement Number

This Agreement made at Boston, in the State of Massachusetts, this day of , 19 , between the United Shoe Machinery Company, a corporation organized under the laws of the State of New Jersey, having an office in said Boston, hereinafter referred to as the lessor, of the one part, and of in the State of , hereinafter referred to as the lessee, of the other part :

Witnesseth, that the lessor in consideration of the covenants and agreements on the part of the lessee herein contained, does hereby lease to and license the lessee under any letters patent belonging to the lessor or under which the lessor has the right to grant such license affecting any inventions which are now or hereafter shall be embodied therein or employed in the operation thereof, to use the machine or machines of the General Department of the lessor now or hereafter delivered to the lessee and designated by number or numbers in the following schedule, viz. : —

SCHEDULE OF MACHINES.

Miller Twin Shoe Treeing Machine, No.

Right Tree Leg, No.

Left Tree Leg, No.

and any tree legs, tree feet, tree backs, irons, duplicates, parts, extras, mechanisms and devices relating thereto, or used in connection therewith, now attached to or delivered with the said designated machine or machines, or which may at any time hereafter be obtained from the lessor, or be added thereto by or with the consent of the lessor (the whole of which machine or machines, tree legs, tree feet, tree backs, irons, duplicates, parts, extras, mechanisms and devices, held by the lessee under these presents, whether now or hereafter delivered to or in the possession of the lessee, is hereinafter referred to as the "leased machinery"), subject to the conditions hereinafter contained.

And that the following are agreed to as conditions of this agreement, all of which the lessee covenants and agrees to keep and perform : —

One. The leased machinery shall at all times remain and be the sole and exclusive property of the lessor, and the lessee shall have no right of property therein, but only the right to use the same, upon the conditions herein contained. The leased machinery shall be used only by the lessee himself or by operatives in his direct employ, and only in the factory now occupied by him at in the State of . The leased machinery shall not be transferred or delivered or sublet to any other person or corporation, and neither

this agreement nor the lease nor the license hereby granted can be assigned by the lessee by his own act or by operation of law. If the lessee becomes insolvent or bankrupt, or has a receiving order made against him, or makes or executes any bill of sale, deed of trust or assignment for the benefit of his creditors, or if a sale, mortgage, lease or removal of the leased machinery, or any part thereof, be made or attempted, or if any distress or execution or attachment be levied thereon, then and in each such case any or all leases of or licenses to use machinery then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, shall at the option of the lessor cease and determine, and the possession of and full right to and control of all machinery the leases or licenses of which are so terminated, shall thereupon revert in the lessor free from all claims or demands whatsoever. The lessor and its agents and employees shall at all times be given access to the leased machinery for the purpose of inspecting it or watching its use and operation, or of altering, repairing, improving, or adding to it, or determining the nature or extent of its use, and the lessee shall afford all reasonable facilities therefor.

Two. The lessee shall at all times and at his own expense keep the leased machinery in good and efficient working order and condition, and shall not permit any one to injure or deface or remove any plate, or dates, numbers, or other inscriptions now or hereafter impressed on or affixed to the leased machinery by the lessor. The lessee shall obtain from the lessor exclusively, and shall pay therefor at the regular prices from time to time established by the lessor, all the tree legs, tree feet, tree backs, irons, duplicates, parts, extras, mechanisms and devices, of every kind needed or used in operating, repairing, or renewing the leased machinery, and the same shall form part of the leased machinery, and the lessee shall not otherwise make or allow to be made any addition, subtraction or alteration to, from, or in the leased machinery, without the consent in writing of the lessor, nor interfere with the proper operation of the same.

Three. The lessee shall pay all taxes and assessments which shall be assessed in respect to the leased machinery or other machinery

of the lessor held by the lessee under lease or license upon whomsoever assessed. All taxes or assessments in respect to leases, licenses or agreements covering machinery, or the rights to payments thereunder, shall be construed, for the purposes of this article, to be assessed in respect to the machinery itself. In case at any time any unapportioned tax or assessment shall be assessed to the lessor in respect in part but not wholly to machinery of the lessor in the possession of the lessee the lessee shall pay to the lessor such proportionate part of the total amount of said unapportioned tax or assessment as the fair valuation, to be determined by the lessor, of said machinery of the lessor in the possession of the lessee bears to the fair valuation, to be determined by the lessor, of all machinery (excepting machinery, if any, in the lessor's own possession) in respect to which the unapportioned tax or assessment has been assessed; provided, however, that if such unapportioned tax or assessment includes any tax or assessment in respect to tangible property in the lessor's own possession the amount thereof, based, at the established rate, upon the fair valuation, to be determined by the lessor, of such property, shall first be deducted and the lessee shall pay his proportionate part as aforesaid of the balance only of said unapportioned tax or assessment after such deduction has been made.

Four. The leased machinery shall not nor shall any part thereof be used in the manufacture of any welted boots, shoes, or other footwear which have been or shall be welted or the soles stitched by the aid of any welt sewing or sole stitching machinery not held by the lessee under lease from the lessor or in the manufacture of any turn boots, shoes or other footwear the soles of which have been or shall be attached to their uppers by the aid of any turn sewing machinery not held by the lessee under lease from the lessor, or in the manufacture of any boots, shoes, or other footwear which have been or shall be lasted, pegged, slugged, heel seat nailed, or otherwise partly made by the aid of any lasting or pegging or "Metallic" machinery or mechanisms not held by the lessee under lease from the lessor.

Five. The lessee shall pay to the lessor immediately after the execution hereof, as a lease premium, the sum of dollars.

Six. The lessor may attach to the leased machinery or any thereof an indicator or indicators to register the number of revolutions or movements of any part or parts thereof, and the lessee shall not allow any person (other than the lessor or its agents) to disturb or interfere with any such indicator or indicators. In case any indicator thus attached shall from any cause cease to correctly indicate or register, or shall be disturbed or out of repair, or if the glass covering any such indicator shall be removed or broken or injured, then and as often as the same shall happen the lessee shall immediately by writing notify the lessor and at the same time explain the circumstances under which the same has happened.

And that the following stipulations and provisions are agreed to:

Seven. The term of this agreement shall be seventeen years from the date hereof. The lease of the leased machinery and license to use the same hereby granted shall continue, unless sooner terminated by the lessor because of breach thereof on the part of the lessee, or otherwise as herein provided, for the full term of this agreement. But if any breach or default shall be made in the observance of any one or more of the conditions in this agreement contained or contained in any other lease or license agreement subsisting between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise and expressed to be obligatory upon the lessee, the lessor shall have the right by notice in writing to the lessee to terminate forthwith any or all leases of or licenses to use machinery then in force between the lessor and the lessee, and this notwithstanding that previous breaches or defaults may have been unnoticed, waived, or condoned by or on behalf of the lessor. If, upon the expiration of the full term of this agreement, the lessor does not request the return of the leased machinery, then the leased machinery shall continue to be held and used under and in accordance with the conditions, stipulations and provisions in this agreement contained and this agreement and the lease and license herein contained shall thereupon be extended indefinitely as to term; but thereafter either the lessee or the lessor,

upon sixty days' notice in writing to the other, may terminate this agreement and the lease and license herein contained, whereupon the leased machinery shall be delivered forthwith to the lessor, as herein provided. Upon the expiration or termination of the lease hereby granted or any extension thereof by notice or by reason of any default on the part of the lessee as to the terms of this agreement or of any other lease or license agreement from the lessor or otherwise, in any manner whatsoever, the lessee shall forthwith at his own expense deliver the leased machinery to the lessor at Beverly, Massachusetts, complete and in good order, reasonable wear and tear alone excepted; and the lessee for himself, his heirs, executors and administrators, hereby grants to the lessor, its successors and assigns, full right, power and authority to enter upon the premises and into any factory, room, or any place where the leased machinery, or any part thereof, may be, and take possession thereof, and take away the same; and the lessee shall have no claim for the repayment of any sum or sums or any part thereof which shall have been paid as consideration for the grant of this lease and license or for rent or royalty or otherwise in respect to the leased machinery.

Eight. A notice in writing, signed by the president, a vice-president, the treasurer or an assistant treasurer of the lessor or by any assignee of the lessor's rights hereunder, and posted by prepaid letter, addressed to the lessee or delivered at his usual or last known place of abode or business, that the lease and license hereby granted is terminated or shall be terminated at the expiration of a certain period, shall be a sufficient termination of the lease and license from the time of posting or delivering such notice, or from the expiration of the period therein mentioned, as the case may be. Any termination of this agreement or of the lease and license hereby granted shall not release the lessee from his obligation to pay rent or royalty for the period prior to such termination and shall be without prejudice to any other rights or remedies which the lessor may have for violation of contract, use of machines without right or use of patented inventions without license.

Nine. The lessee admits the validity for the full term expressed

in the grant thereof (and every extension and renewal thereof) of each and every of the Letters Patent of the United States of America, owned by the lessor or under which it is licensed, any of the inventions of which are or hereafter may be embodied in the leased machinery. The lessee also agrees that he will not directly or indirectly infringe or contest the validity for the full term expressed in the grant thereof or of any extension or renewal thereof, of any of the Letters Patent referred to in the Schedule of Patents hereto annexed or the title of the lessor thereto. The expiration of this agreement or any extension thereof or the termination or cesser of the lease and license hereby granted shall not in any way affect the provisions of this clause, or release or discharge the lessee from the admissions and estoppels herein set forth.


Ten. None of the conditions, stipulations or provisions of this agreement shall be held to have been waived by any act or knowledge of the lessor, its agents or employees, but only by an instrument in writing, signed by the president, a vice-president or the treasurer of the lessor.

Eleven. The term "lessor" shall include the said United Shoe Machinery Company and its successors and assigns. All the conditions, stipulations and provisions binding on the lessee shall be binding on and enforceable against his legal representatives. In the construction of this instrument, words relating to the number and gender of the parties shall be read according to their real number and gender.

In witness whereof, the parties hereto have duly executed this instrument in duplicate, the day and year first above written.

by

by

 If lessee is a corporation, add corporate seal.

SCHEDULE OF PATENTS.

(Referred to in Article Nine herein.)

No. 543,147, July 23, 1895

No. 589,731, Sept. 7, 1897

No. 543,148, July 23, 1895

No. 589,732, Sept. 7, 1897

No. 543,436, July 23, 1895	No. 589,744, Sept. 7, 1897
No. 556,497, Mar. 17, 1896	No. 610,235, Sept. 6, 1898
No. 564,407, July 21, 1896	No. 612,114, Oct. 11, 1898
Design No. 26,040, Sept. 15, 1896	No. 612,482, Oct. 18, 1898
No. 569,857, Oct. 20, 1896	No. 618,700, Jan. 31, 1899
No. 589,696, Sept. 7, 1897	No. 623,085, Apr. 11, 1899
No. 589,697, Sept. 7, 1897	No. 677,043, June 25, 1901

[On back:]

United Shoe Machinery Company.
General Department.

Miller Twin Shoe Treeing Machine.

Lease No. . , Lessee.
Date, 19 .
Machines.

PLAINTIFF'S EXHIBIT 58.

[Put in Evidence, page 406.]

Lease and License Number . [2901]

This Lease and Agreement made at Boston, in the State of Massachusetts, this day of 19 , between the United-Xpedite Finishing Company, a corporation organized under the laws of the State of Maine, having an office in said Boston, hereinafter referred to as the lessor, of the one part, and of in the State of , hereinafter referred to as the lessee, of the other part:

Witnesseth, that the lessor, in consideration of the covenants and agreements on the part of the lessee herein contained, does hereby lease to and license the lessee under its patents to use Xpedite Finishing Machine No. now or hereafter delivered to the lessee, and also for use in connection with said machine or other like machines held by the lessee under lease and license from the lessor but not otherwise all tools, brushes, brush rolls, beads, duplicates, parts, extras, mechanisms and devices relating to said machine or for use in connection therewith, now attached to or delivered with the said designated machine or which may at any time hereafter be obtained from the lessor, or be added thereto by or with the con-

sent of the lessor and especially does lease to and does license the lessee under its patents to use in connection with said machine or other like machines held by the lessee under lease from the lessor, but not otherwise Xpedite Finishing Tool(s) No(s). (which machine together with all tools, brushes, brush rolls, beads, duplicates, parts, extras, mechanisms and devices, held by the lessee under these presents, whether now or hereafter delivered to or in the possession of the lessee, including said designated Xpedite Finishing Tool(s) is hereinafter referred to as the "leased machinery"), subject to the conditions hereinafter contained.

And that the following are agreed to as conditions of the lease and license of the leased machinery, all of which the lessee covenants and agrees to keep and perform:—

One. The leased machinery shall at all times remain and be the sole and exclusive property of the lessor, and the lessee shall have no right of property therein, but only the right to use the same, upon the conditions herein contained. The leased machinery shall be used only by the lessee himself, or by operatives in his direct employ, and only in the factory now occupied by him at in the State of . The leased machinery shall not be transferred or delivered or sublet to any other person or corporation, and neither the lease nor the license hereby granted can be assigned by the lessee by his own act or by operation of law. If the lessee becomes insolvent or bankrupt, or has a receiving order made against him, or makes or executes any bill of sale, deed of trust or assignment for the benefit of his creditors, or if a sale, mortgage, lease or removal of the leased machinery, or any part thereof, be made or attempted, or if any distress or execution or attachment be levied thereon, then and in each such case this lease and license and any other lease or license then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, shall at the option of the lessor cease and determine, and the possession of and full right to and control of all the leased machinery, and any machinery held by the lessee under any other lease or license from the lessor, whether as the result of assignment to the lessor or otherwise, shall thereupon revert in the lessor

free from all claims and demands whatsoever. The lessor and its agents and employees shall at all times be given access to the leased machinery for the purpose of inspecting it or watching its use and operation, or of altering, repairing, improving, or adding to it, or determining the nature or extent of its use, and the lessee shall afford all reasonable facilities therefor.

Two. The lessee shall at all times and at his own expense keep the leased machinery in good and efficient working order and condition, and shall not permit any one to injure or deface or remove any plate, or dates, numbers, or other inscriptions now or hereafter impressed on or affixed to the leased machinery by the lessor. The lessee shall obtain from the lessor exclusively and shall pay therefor at the regular prices from time to time established by the lessor, all finishing tools, beads, duplicates, parts, extras, mechanisms and devices of every kind needed or used in operating, repairing, or renewing the leased machinery, and the same shall form part of the leased machinery with the same force and effect as if the same had been delivered to the lessee upon the execution of these presents, and the numbers of any additional Xpedite Finishing Tools hereafter delivered to or in the possession of the lessee may be inserted herein by the lessor, and the lessee shall not otherwise make or allow to be made any addition, subtraction or alteration to, from, or in the leased machinery, without the consent in writing of the lessor, nor interfere with the proper operation of the same.

Three. The leased machinery shall at all times, until the expiration or termination of the lease and license hereby granted and the re-delivery of the leased machinery into the possession of the lessor as hereinafter provided, be held at the sole risk of the lessee from injury, loss or destruction, and in case the Xpedite Finishing Machine hereby leased shall be lost or destroyed by fire or otherwise before such expiration or termination and re-delivery, the lessee shall pay to the lessor the sum of Seventy-five (75) Dollars as partial reimbursement to the lessor for such loss or destruction, and the lessee shall forthwith return whatever remains of the leased machinery to the lessor at Beverly, Massachusetts.

Four. The lessee shall pay all taxes and assessments which shall

be assessed in respect to the leased machinery or other machinery of the lessor held by the lessee under lease or license upon whomsoever assessed. All taxes or assessments in respect to leases, licenses or agreements covering machinery, or the rights to payments thereunder, shall be construed, for the purposes of this article, to be assessed in respect to the machinery itself. In case at any time any unapportioned tax or assessment shall be assessed to the lessor in respect in part but not wholly to machinery of the lessor in the possession of the lessee the lessee shall pay to the lessor such proportionate part of the total amount of said unapportioned tax or assessment as the fair valuation, to be determined by the lessor, of said machinery of the lessor in the possession of the lessee bears to the fair valuation, to be determined by the lessor, of all machinery (excepting machinery, if any, in the lessor's own possession) in respect to which the unapportioned tax or assessment has been assessed; provided, however, that if such unapportioned tax or assessment includes any tax or assessment in respect to tangible property in the lessor's own possession the amount thereof, based, at the established rate, upon the fair valuation, to be determined by the lessor, of such property, shall first be deducted and the lessee shall pay his proportionate part as aforesaid of the balance only of said unapportioned tax or assessment after such deduction has been made.

Five. The leased machinery shall be used for no other purpose than for polishing or finishing the heels of boots, shoes and other footwear made by the lessee and no Xpedite Finishing Tool held by the lessee shall be used separately or in any manner otherwise than in combination with and as a part of the Xpedite Finishing Machine hereby leased or other like machine held by the lessee under lease from the lessor.

Six. The lessee shall use the leased machinery to its full capacity for polishing and finishing the heels of all boots, shoes, and other footwear made in his factory in the manufacture of which it can be used.

Seven. The lessee shall pay to the lessor on the last day of each calendar month as rent or royalty the sum of one-sixth of one cent

for each pair of heels polished or finished or manufactured or prepared during the next preceding calendar month in any way, whether wholly or in part, by the aid of the leased machinery or any part thereof: **provided, however, that in all cases when the lessee shall pay to the lessor on or before the fifteenth day of the calendar month the rent or royalty due for the use of the leased machinery for the next preceding calendar month, the lessor will in consideration of such prompt payment grant a discount of fifty per cent. from such rent or royalty due for such preceding calendar month.** The lessee guarantees that the rent or royalty herein provided (less all abatements) shall amount to at least Fifty (50) Dollars during each calendar year embraced by this lease and at the end of each calendar year the lessee shall pay to the lessor the amount, if any, by which the rent or royalty paid for said year is less than such guaranteed rent or royalty; provided, however, that if in any calendar year the factory of the lessee remains wholly idle for any entire calendar month, then the amount of rent or royalty guaranteed for that year shall be reduced by one-twelfth for each such month that the factory thus remains wholly idle.

Eight. The lessor may attach to the leased machinery, or any thereof, an indicator or indicators to register the number of revolutions or movements of any part or parts thereof, and the lessee shall not allow any person (other than the lessor or its agents) to disturb or interfere with such indicator or indicators. In case any indicator thus attached shall from any cause cease to correctly indicate or register, or shall be disturbed or out of repair, or if the glass covering any such indicator shall be removed or broken or injured, then, and as often as the same shall happen, the lessee shall immediately, by writing notify the lessor, and at the same time explain the circumstances under which the same has happened. In case any such indicator ceases to indicate, or becomes or remains inaccurate, or the glass covering becomes or remains removed, broken or injured, because of any fault of the lessee or any one in his employ, or because of the failure of the lessee to give promptly the notice hereinbefore provided for, then, without prejudice to any other rights of the lessor hereunder, the lessee shall pay the lessor as

rent or royalty, without the right to any discount, one-fourth of one cent per pair for each pair of heels in finishing or polishing or manufacturing or preparing which the leased machinery or any part thereof shall have been used. The lessee shall keep full and accurate accounts, independently of any indicators that may be placed upon the leased machinery, showing the number of heels in finishing or polishing or manufacturing or preparing which the leased machinery or any part thereof shall have been used, and shall allow the lessor at all times, by its agents or attorneys, to examine and to take copies of such accounts and entries of the lessee as may serve to determine the total number of heels finished or polished or manufactured or prepared by the aid of the leased machinery or any part thereof, and the lessee shall produce all such accounts and entries upon request. The lessee shall require each of his operators upon the leased machinery or any part thereof to keep upon blanks or blank books, to be furnished by the lessor, accurate daily records of the number of heels, in polishing or finishing or manufacturing or preparing which he has used the leased machinery or any part thereof, and shall require his operators to sign such records, and, if requested so to do by the lessor, shall verify the same under oath. The lessee shall send to the office of the lessor in Boston, on or before the fifth day of each calendar month, the original records for the next preceding calendar month kept by his operators as above provided for; and, in case in any calendar month, none of the leased machinery has been used, the lessee shall notify the lessor in writing of that fact, on or before the fifth day of the next succeeding calendar month. The lessee shall also furnish any further information which may be called for in relation to the leased machinery or the use thereof.

And that the following agreements, stipulations, and provisions are agreed to: —

Nine. If at any time the lessee shall fail or cease to use exclusively finishing machinery, tools and devices held by him under lease from the lessor for finishing the heels of all boots, shoes and other footwear made by or for him, the lessor, although it may have waived or ignored prior instances of such failure or cessation,

may, at its option, terminate forthwith, by notice in writing this lease and license and any or all other leases or licenses then existing between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and the possession of and full right to and control of all the leased machinery, and all machinery, tools and devices held by the lessee under lease or license from the lessor shall thereupon revert in the lessor free from all claims and demands whatsoever.

Ten. This lease and license shall continue, unless sooner terminated by the lessor by notice or because of breach thereof on the part of the lessee, or otherwise as herein provided, for seventeen years from the date hereof. If any breach or default shall be made in the observance of any one or more of the conditions herein contained or contained in any other lease or license agreement subsisting between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise and expressed to be obligatory upon the lessee, the lessor shall have the right, by notice in writing to the lessee, to terminate forthwith this lease and license, and also if the lessor so elects any or all other lease or license agreements then in force between the lessor and the lessee, whether as the result of assignment to the lessor or otherwise, and this notwithstanding that previous breaches or defaults may have been unnoticed, waived, or condoned by or on behalf of the lessor. If, upon the expiration of the full term of this lease, the lessor does not request the return of the leased machinery, then the leased machinery shall continue to be held and used under and in accordance with the conditions of this lease and license, which shall thereupon be extended indefinitely as to term; but thereafter either the lessee or the lessor, upon sixty days' notice in writing to the other, may terminate this lease and license, whereupon the leased machinery shall be delivered forthwith to the lessor, as herein provided. Upon the expiration of this lease and license or any extension thereof or its termination by notice or by reason of any default on the part of the lessee as to the terms of this lease and license or any other lease or license from the lessor or otherwise in any manner whatsoever, the lessee shall forthwith deliver the

leased machinery to the lessor at Beverly, Massachusetts, in good order, reasonable wear and tear alone excepted; and without prejudice to any other rights and remedies of the lessor hereunder, shall thereupon pay to the lessor the sum of Fifty (50) Dollars as compensation for setting up the leased machinery in his factory, for instructing operators and for deterioration of the leased machinery; and the lessee for himself, his heirs, executors and administrators, hereby grants to the lessor, its successors and assigns, full right, power and authority to enter upon the premises and into any factory, room, or any place where the leased machinery, or any part thereof, may be, and take possession thereof, and take away the same.

Eleven. A notice in writing, signed by the president, a vice-president, or the treasurer of the lessor or by any assignee of the lessor's rights hereunder and posted by prepaid letter, addressed to the lessee or delivered at his usual or last known place of abode or business, that the lease and license hereby granted is determined or shall be determined at the expiration of a certain period, shall be a sufficient determination of the lease and license from the time of posting or delivering such notice, or from the expiration of the period therein mentioned, as the case may be. Any termination of this lease and license shall not release the lessee from his obligation to pay rent or royalty for the period prior to such termination, and shall be without prejudice to any other rights or remedies which the lessor may have for violation of contract, use of machines without right, or use of patented inventions without license.

Twelve. The lessee admits the validity for the full term expressed in the grant thereof (and every extension and renewal thereof) of each and every of the Letters Patent of the United States of America owned by the lessor or under which it is licensed, any of the inventions of which are or hereafter may be embodied in the leased machinery or which cover any process in the carrying out of which the leased machinery is intended or adapted to be employed. The lessee also agrees that he will not directly or indirectly infringe or contest the validity for the full term expressed in the grant

thereof or of any extension or renewal thereof, of any of the Letters Patent referred to in the "Schedule of Patents" hereto annexed or the title of the lessor thereto. The expiration of this agreement or any extension thereof or the termination or cesser of the lease and license hereby granted shall not in way affect the provisions of this clause, or release or discharge the lessee from the admissions and estoppels herein set forth.

Thirteen. None of the terms or conditions of this lease and license shall be held to have been waived by any act or knowledge of the lessor, its agents or employees, but only by an instrument in writing, signed by the president, a vice-president or the treasurer of the lessor.

Fourteen. The term "lessor" shall include the said United-Xpedite Finishing Company and its successors and assigns. All the conditions and agreements binding on the lessee shall be binding on and enforceable against his legal representatives. In the construction of this instrument, words relating to the number and gender of the parties shall be read according to their real number and gender.

In witness whereof, the parties hereto have duly executed this instrument, the day and year first above written.

☞ If lessee is a corporation, add corporate seal.

SCHEDULE OF PATENTS.

(Referred to in Article Twelve herein.)

No. 557,823.	Feb. 23, 1897.	No. 805,763.	Nov. 28, 1905.
No. 616,432.	Dec. 20, 1898.	Reissue (No. 11,466).	Mar. 27, 1906.
No. 624,741.	May 9, 1899.	No. 824,931.	July 3, 1906.
No. 676,947.	June 25, 1901.	No. 859,104.	July 2, 1907.
No. 699,476.	May 6, 1902.	No. 950,301.	Feb. 22, 1910.
No. 699,628.	May 6, 1902.	No. 959,880.	May 31, 1910.
No. 743,956.	Nov. 10, 1903.	No. 960,391.	June 7, 1910.
No. 743,988.	Nov. 10, 1903.	No. 974,422.	Nov. 1, 1910.
No. 743,993.	Nov. 10, 1903.	No. 993,477.	May 30, 1911.
No. 743,994.	Nov. 10, 1903.	No. 1,024,612.	Apr. 30, 1912.
No. 790,679.	May 23, 1905.	No. 1,025,549.	May 7, 1912.

[On back:]

United-Xpedite Finishing Company.

Lease No., Lessee.

Date 19 .

Xpedite Finishing Machine No.

Xpedite Finishing Tool(s) No(s).

PLAINTIFF'S EXHIBIT 59.

[Put in Evidence, page 409.]

Lease No.

Transfer from

Lease No.

This Lease and Agreement made the 24th day of May A. D. 1897, by and between the Eppler Welt Machine Company, a corporation organized under the laws of the State of Maine, having a place of business at Boston, Massachusetts, Lessor, the party of the first part, and *P. W. Kane of Geneva N. Y.* Lessee, the party of the second part, witnesseth:

Whereas, the Lessor is now the owner of the following Letters Patent of the United States, viz.:—

No. 325,063, dated Aug. 25, 1885;	No. 387,058, dated July 31, 1888;
No. 387,059, dated July 31, 1888;	No. 447,872, dated March 10, 1891;
No. 487,011, dated Nov. 29, 1892;	No. 487,214, dated Nov. 29, 1892;
No. 409,281, dated Aug. 20, 1889;	No. 498,017, dated May 23, 1893;
No. 507,873, dated Oct. 31, 1893.	

And whereas the Lessee desires to use the hereinafter described machines belonging to the Lessor;

Now, therefore, the Lessor, in consideration of one dollar to it paid by the said Lessee, the receipt whereof is hereby acknowledged, and of the stipulations and conditions hereinafter contained on the part of the Lessee to be kept and performed, doth lease unto the said party of the second part the machines designated by their numbers in the following schedule:—

one Eppler Inseam Sewing Machine, No. 111

one Eppler Outsole Lock Stitch Machine, No. 117

one Eppler Insole Channeler, No. 70

~~one~~ Eppler Outsole Channeler, No.

one Eppler Welt Groover and Beveler , No. 96

one Eppler Welt Splitter , No. 55

one Eppler Welt Beater , No. 60

~~Eppler Channel Lip Turner , No.~~

~~Eppler Shank Shiver , No.~~

one Eppler Bobbin Winder , No. 77

It is understood that said machines are and shall remain the property of said Eppler Welt Machine Company, and subject to the conditions of this lease and agreement.

And the Lessor doth hereby license the Lessee, and the operatives in his employment, to use said machines, upon the terms and conditions hereinafter set forth ; provided, however, and this lease is made and this license is granted on the express condition, that the Lessee shall faithfully keep and perform all the conditions and stipulations herein contained on his part to be kept and performed ; and upon breach of the same or of any of them by the Lessee, the Lessor, its successors or assigns, may, at their option, cancel and terminate this lease and license ; and upon written notice thereof by the Lessor, its successors or assigns, to the Lessee, or to any one in the possession or apparent control of the said machines, or any of them, this lease and license shall terminate, and possession of said machines shall thereupon be transferred to said Lessor, its successors or assigns. And the said party of the second part hereby agrees to keep and perform all the following conditions of this lease and license : —

First. The Lessee is by this lease and license authorized to use the machines hereby leased only in said *Geneva N. Y.* he shall not add to nor subtract from the said machines any mechanism whatever, now or hereafter organized or connected therewith by the Lessor, nor make, nor allow to be made, any change or alteration in the same, without the consent thereto in writing by the Lessor, nor interfere with the proper operation of the machines, or any mechanism forming a part thereof, or attached thereto, nor remove nor deface any dates, numbers, or inscriptions now or hereafter impressed thereon or affixed thereto by the Lessor.

Second. It shall be lawful for the Lessor, or its duly authorized

agent, at all reasonable times to have convenient access to the machines, to examine and inspect the same and the use thereof, and to verify the operator's reports, and to improve the machines, and to affix indicators thereto, as it may see fit; and the covenants, stipulations and conditions herein contained shall apply to all improvements which the Lessor shall hereafter add to the machines, to indicators now or hereafter affixed thereto, and to all patents hereafter embodied therein, with the same effect as if said patents were included in the list herein set forth.

Third. The following is the schedule of rents or royalties hereinafter referred to, and which it is understood and agreed is to be paid on each pair of shoes or boots respectively made by the aid of these machines or any of them, or by the use of the said patents or any of them, viz. : —

SCHEDULE OF RENTS AND ROYALTIES.

Children's . . .	3 cents.	Youths' . . .	4 cents.
Misses' . . .	4 "	Boys' . . .	6 "
Women's . . .	6 "	Men's . . .	8 "

Fourth. The Lessee hereby agrees to keep an account of all boots and shoes sewed by him or by any other person for him or for others, by the aid of the machines hereby leased, or by the use of the patents aforesaid and to render an account thereof to the Lessor, its successors or assigns, on or before the tenth day of each month; which account shall specify the number of pairs of boots and shoes, made under this lease and license during the calendar month next preceding, and the class to which they belong according to the above schedule; and the said Lessee agrees that he will require the operator or operators on said machines to keep a daily account of all boots and shoes sewed on said machines, upon the printed forms to be furnished by the Lessor, in duplicate; one copy of which, containing such reports for the calendar month preceding, the Lessee agrees to send, on or before the tenth day of each month, to the Lessor; and whenever required by the Lessor, its successors or assigns, to make oath to the correctness of said returns; and to allow the Lessor, its successors, assigns, or authorized agents to

examine the original books and accounts of the Lessee, in order to verify the returns aforesaid, and the Lessee agrees to send to the Lessor, on or before the tenth day of each month, in case the machines, or any of them, hereby leased have not been run during the month next preceding, one of the aforesaid printed forms furnished by the Lessor, for each such machine, signed by the Lessee, and marked across the face with the words "not running" or "not in use."

Fifth. The Lessee agrees to pay unto the Lessor, as rent for the machines hereby leased, the rent or royalty specified in the schedule forming part of Section Third herein, on each pair of boots or shoes of the respective kinds mentioned or described in said schedule made by the aid of said machines or of any of them, or by the use of said patents or of any of them; the rents and royalties for all such boots and shoes made as aforesaid during one calendar month, to be due on the first day of the calendar month next following, and to be paid within three months from that day; but the Lessor hereby agrees that **if the rents and royalties due on the first day of any month shall be paid for on or before the fifteenth day of that month, it will, in consideration thereof, grant a discount of fifty per cent. from the rents and royalties specified in the schedule aforesaid; and the Lessee further agrees to pay, while he shall retain possession of the machines hereby leased, all taxes thereon, to whomsoever laid or assessed.** The Lessee hereby further agrees that the rents or royalties actually paid by the Lessee for each sewing or stitching machine herein leased shall, in each and every year, during the continuance of this lease, amount in the aggregate to at least one hundred dollars. The Lessee shall also pay the expense of transportation of the machines herein leased from and to the Lessor's premises, and also the expense of keeping said machines in repair; and shall keep said machines and all of them fully insured in the amounts herein-after mentioned against loss by fire, and in case of loss of or damage to said machines or any of them shall pay to the Lessor or its order upon demand the full amount of such insurance. The insurance upon said machines shall be in the following amounts, to wit: —

Eppler Inseam Sewing Machine	\$250.00
Eppler Outsole Lock Stitch	190.00
Eppler Insole Channeler	50.00
Eppler Outsole Channeler	50.00
Eppler Welt Groover and Beveler	15.00
Eppler Welt Splitter	10.00
Eppler Welt Beater	25.00
Eppler Channel Lip Turner	25.00
Eppler Shank Skiver	35.00
Eppler Bobbin Winder	25.00

Sixth. The Lessee hereby agrees that he will not in any way violate or infringe, or contest the validity of any of the patents he is hereby licensed to use, or the sufficiency of their specifications, or the validity of the title of the Lessor, or of its successors or assigns, to said patents, or either or any of them.

Seventh. This lease and license is not assignable by the Lessee, by his own act or by operation of law.

Eighth. The following are also agreed to by the parties to this instrument as the terms of lease and license of the machines which the Lessee is hereby licensed to use: —

1st. That the power conveyed by this lease and license is only the right to use the said machines, and not the right to make or sell any machine embodying the patents aforesaid, or any of them; and that a transfer or removal of the machines hereby leased, or any of them, can only be made with the consent of the Lessor, its successors or assigns; and that if the Lessee is, or becomes at any time, insolvent or bankrupt, or makes an assignment for the benefit of creditors, or if a sale, lease, transfer, or removal of said machines, or any of them, shall be made or attempted by the Lessee, or by operation of law, or by any legal officer, representative, or assignee, as the property of the Lessee, without the written consent of the Lessor, or its successors or assigns, this lease and license shall thereupon terminate and expire; and the Lessor, its successors or assigns, may take possession of said machines without the Lessee having any claim for the repayment of any part of the sum or sums

which he may have paid as consideration for the delivery of this lease and license, or for rent or license under this instrument.

2d. The Lessee agrees that the machines hereby leased shall be used only in the manufacture of boots and shoes known in the trade as "Eppler Welts," and that he will not use or permit the use of said machines, or either or any of them, upon boots or shoes in the manufacture of which any sole or welt sewing machine not leased to him by the Lessor is employed, or for any other purpose, unless the consent in writing of the Lessor shall first have been obtained.

3d. That in case the Lessee refuses or neglects to perform, or violates any of the terms or conditions of this lease and license, the Lessor, its successors or assigns, shall have the right to terminate this lease and license by giving written notice as aforesaid that it has elected so to do; and upon the giving of such notice this lease and license shall be terminated, and the possession of said machines shall thereupon be transferred to the lessor, its successors or assigns, free and discharged of this lease and license; and the Lessor, its successors or assigns, or its authorized agent or agents, may thereupon enter the premises where said machines may be, and may take and remove the same without being deemed guilty of any trespass; and the Lessee shall have no claim whatever on account of any sum or sums he may have paid for or under this lease or license.

4th. That this lease and license shall continue (provided the Lessee complies with the terms and conditions thereof) until the expiration of all the Letters Patent which the Lessee is hereunder licensed to use, or any extensions or renewals of the same, or additional patents; and upon the expiration thereof, the Lessee shall deliver to the Lessor, its successors or assigns, the machines hereby leased, in good order; natural wear and tear alone excepted.

Ninth. In case any other machines than these hereby leased and licensed, embracing any of the inventions patented in the aforesaid Letters Patent, or any of them, or any inventions or improvements for which Letters Patent shall be granted or assigned to the Lessor, shall hereafter come into possession of the Lessee, by exchange or otherwise, without lease or license from the Lessor,

its successors or assigns, then in case the Lessor, its successors or assigns, shall so elect, all the covenants herein contained shall apply to such machines, inventions or improvements; and shall govern the parties respectively to the same extent as if the said machines, inventions or improvements had been expressly included in this lease and license. The Lessor shall give written notice of its election as aforesaid within thirty days after it shall have received written notice from the Lessee of the possession of such machines; but may give such notice without having received notice from the Lessee of the possession of such machines.

Tenth. The Lessee agrees that he will not disturb or interfere with, nor permit any one else to disturb or interfere with, any indicator which now is, or which may be hereafter, placed upon the machines as aforesaid.

Eleventh. All the rights and interests which under this instrument and by reason of the ownership of said machines and patents and patent rights belonging to the Lessor shall be deemed to belong to, and may be enforced in, the names of the Lessor and its successors and assigns, and all the stipulations binding on the Lessee shall be binding on his executors or administrators.

Twelfth. It is agreed that at the numbers of the machines named in this lease may be entered herein by the Lessor after signing; and in case the Lessee shall require more than one machine, it is agreed that the termination to words relating to the machines shall be construed and considered as written in the singular or plural, as the number of machines entered in the lease and license may require; and also that this instrument may be used in cases where the party of the second part shall consist of more than one person, and in that case the termination of the words relating to the said party shall be considered as plural or singular, as the sense may require; and that when the party of the second part so consists of several persons, and they sign this lease, either individually or by their firm signature, such signature or signatures shall bind them both jointly and severally to the terms and agreements herein contained.

In Witness whereof, the parties aforesaid have hereunto put

their hands and seals; the said parties of the second part binding themselves to all the foregoing agreements, both jointly and severally.

EPPLER WELT MACHINE COMPANY. [SEAL]

By Walter B. Trowbridge Treas

P. W. KANE.

[SEAL]

[Endorsed:]

No.

Name P. W. Kane

Address Geneva, N. Y.

Date May 24, 1897.

Machine.	No.	Page.
Inseam Sewing Machine . . .	111	
Outsole Lock Stitch . . .	117	
Insole Channeler . . .	70	
Outsole Channeler . . .		
Welt Groover and Beveler . . .	96	
Welt Splitter . . .	55	
Welt Beater . . .	60	
Channel Lip Turner . . .		
Shank Skiver . . .		
Bobbin Winder . . .	77	

PLAINTIFF'S EXHIBIT 60.

[Put in Evidence, page 454.]

This Agreement made this first day of March, A. D., 1899 by and between Louis Goddu, Louis H. Goddu, George Goddu, William Goddu, Napoleon Goddu, and Eloie Goddu, all of Winchester in the County of Middlesex and Commonwealth of Massachusetts, parties of the first part; and the United Shoe Machinery Company, a corporation duly organized and existing under the laws of the State of New Jersey, party of the second part; Witnesseth:

That whereas the said Goddus are the owners either jointly or severally of a majority of the shares of the capital stock of the Goddu Sons Metal Fastening Company, a corporation duly organized and existing under the laws of the State of Maine; and,

Whereas the said Goddus have heretofore jointly or severally invented certain useful improvements and devices relating to shoe machinery and to the manufacture of boots and shoes; and,

Whereas there have been granted to some or all of the said Goddus either jointly or severally Letters Patent of the United States and various foreign countries for certain of the said inventions and improvements; and,

Whereas applications in the names of some or all of the said Goddus either jointly or severally for Letters Patent of the United States and various foreign countries for certain others of the said inventions and improvements are now pending; and,

Whereas the United Shoe Machinery Company is desirous of purchasing all the said shares of capital stock of the said Goddu Sons Metal Fastening Company owned by the said Goddus jointly or severally, and all the said inventions, Letters Patent, and applications therefor, whether of the United States or of any foreign country, and all inventions which the said Goddus may hereafter make either jointly or severally relating to shoe machinery or the manufacture of boots and shoes, or the production or preparation of fastenings or other materials or things used or useful in connection with the manufacture of boots or shoes, for the period of ten (10) years from the date of the execution hereof; and,

Whereas the United Shoe Machinery Company has entered into an agreement with the said Goddus to purchase the stock in the said Goddu Sons Metal Fastening Company and to deliver to the said Goddus certificates of shares of stock of the United Shoe Machinery Company in exchange for the said shares of capital stock of the Goddu Sons Metal Fastening Company owned by the said Goddus at the rate of one dollar in value of the common stock of the United Shoe Machinery Company (each share of the common stock having an agreed value of thirty-five (35) dollars), and one dollar in value of the preferred stock of the United Shoe Machinery Company (each share of the preferred stock having an agreed value of (30) dollars) for each share of the capital stock of the said Goddu Sons Metal Fastening Company; and,

Whereas the United Shoe Machinery Company has further agreed to purchase the said inventions jointly and severally made by the said Goddus by placing in the hands of Sidney W. Winslow, as trustee, an amount of the common and preferred stock of the

United Shoe Machinery Company equal to the preferred and common shares to be issued to the said Goddus in exchange for their shares of capital stock in the Goddu Sons Metal Fastening Company, as recited in the preceding paragraph, such shares of stock to be held by the said Winslow as trustee under the terms of a declaration of trust of even date herewith and annexed hereto ;

Now therefore, in consideration of the respective promises and agreements herein contained and of one dollar and other good and valuable considerations to each of the parties hereto by the others in hand paid, the receipt whereof is hereby respectively acknowledged, the said parties covenant and agree as follows, viz. : —

1. The said several Goddus hereby jointly and severally sell, assign, transfer and set over unto the United Shoe Machinery Company, its successors and assigns, all the shares of the capital stock of the said Goddu Sons Metal Fastening Company owned by them either jointly or severally ; and they do jointly and severally covenant and agree each for himself and for the others that they are the lawful owners jointly or severally of the number of shares of the said capital stock of the said Goddu Sons Metal Fastening Company set opposite their respective signatures to this instrument, and that the said shares are free from all incumbrances and that they have good right to sell the same, and that the said shares so sold and assigned constitute a majority of the shares of the issued capital stock of the said Goddu Sons Metal Fastening Company and that the total number of shares of the said Goddu Sons Metal Fastening Company is not in excess of fifty thousand of a total par value of five hundred thousand (500,000) dollars ; and the said Goddus further covenant that the said Goddu Sons Metal Fastening Company is altogether free from debt and is under no contract or other liability for services heretofore or hereafter to be rendered, or for any other cause or relating to any subject matter whatever ;

And for the same consideration the said Goddus have jointly and severally sold, assigned, transferred, and set over, and do hereby jointly and severally sell, assign, transfer, and set over to the United Shoe Machinery Company, its successors and assigns, all inventions and improvements for any and all countries relating in

any way to shoe machinery or to mechanisms or appliances or devices of any sort or kind used or useful in connection with the adaptation of leather to or the manufacture of boots or shoes, or relating in any way to the manufacture of boots and shoes, or to the fastenings or any other materials or things used in the manufacture of boots or shoes, or useful in connection with the manufacture of boots or shoes, or relating to the production or preparation of such machinery, mechanism, appliances, devices, fastenings, materials, or other things heretofore made by any or all of the said Goddus jointly or severally, and all Letters Patent of the United States and of all foreign countries for such inventions or improvements, and all applications for any Letters Patent of the United States and of foreign countries, and all renewals, reissues and extensions of such Letters Patent of the United States and of any and all foreign countries.

And for the same consideration the said Goddus have jointly and severally sold, assigned, transferred, and set over, and do hereby jointly and severally sell, assign, transfer, and set over to the said United Shoe Machinery Company, its successors and assigns, all claims and demands whether at law or in equity which any or all of them jointly or severally now have or may hereafter acquire for any infringement of any or all of the said Letters Patent prior to the date hereof; and the said Goddus hereby jointly and severally authorize the United Shoe Machinery Company to sue for and collect the same, using any or all of their names if need be.

To have and to hold the said inventions, improvements, Letters Patent, applications for Letters Patent, reissues, renewals, and extensions of the said Letters Patent, claims and demands, to the said United Shoe Machinery Company, its successors and assigns, to its and their own use and behoof forever.

But the said Goddus except from the above sale and assignment of inventions and Letters Patent therefor of the United States and of any and all foreign countries, all such inventions and Letters Patent as they have jointly or severally heretofore sold and assigned by written assignments duly recorded to either the trustees of the McKay Metallic Fastening Association, or to the McKay Shoe

Machinery Company, or to the Goddu Sewing Machine Company, or to the Goddu Sons Metal Fastening Company, or to the Goddu Improvement Company, and they also except from the above sale and assignment of claims and demands, all claims and demands for the infringement prior to the date hereof of any and all of the above excepted Letters Patent.

And for the same consideration the said Goddus have jointly and severally sold, assigned, transferred, and set over, and do hereby jointly and severally sell, assign, transfer, and set over to the said United Shoe Machinery Company, its successors and assigns, all right, title and interest in and to any and all inventions which they may jointly or severally hereafter make during the term of ten (10) years from the date hereof, or which, during the same term, they jointly or severally do now or hereafter may have in their possession or control, or in or to which, during the same term, they may jointly or severally have any right, title or interest whatever, whether direct or indirect, which may be necessary or convenient to or for or which relate in any way to shoe machinery or to mechanisms or appliances or devices of any sort or kind used or useful in connection with the adaptation of leather to or the manufacture of boots or shoes or relating in any way to the manufacture of boots and shoes, or to fastenings or any other materials or things used in the manufacture of boots or shoes or useful in connection with the manufacture of boots or shoes, or relating to the production or preparation of such machinery, mechanism, appliances, devices, fastenings, materials, or other things.

And for the same consideration the said Goddus do jointly and severally covenant and agree each for himself and for the others that they and each of them, so far as he is able, will at all times promptly and as often as requested by the said United Shoe Machinery Company, its successors or assigns, communicate to the United Shoe Machinery Company and its patent solicitors and attorneys by means of descriptions, drawings and writings, and exhibit, explain, and describe freely and fully all inventions, improvements, processes, discoveries, and applications for patents

which are or may become subject to the terms of this contract, and will do and perform all acts and give to the United Shoe Machinery Company and its solicitors and attorneys all the information and execute and deliver to the said United Shoe Machinery Company any and all assignments and applications for patents of the United States and all foreign countries, and for reissues, extensions, and renewals thereof, and all other instruments which may be necessary or proper or convenient to permit the said United Shoe Machinery Company, its agents, solicitors and attorneys, conveniently and properly to prepare and file and prosecute applications for and secure to and vest in the said United Shoe Machinery Company the entire right, title and interest in and to, and the enjoyment of, patents of the United States and all foreign countries for and upon all inventions, improvements, processes or discoveries which under and pursuant to the terms of this agreement the said Goddus have conveyed or may hereafter be bound to convey to the said United Shoe Machinery Company, and will execute and deliver all further instruments and do all further acts requested by the said United Shoe Machinery Company, its successors and assigns, which may be necessary or proper or convenient to secure to and vest in the said United Shoe Machinery Company and give it the full benefit and enjoyment of all the inventions, applications for Letters Patent, Letters Patent, renewals, reissues and extensions thereof, and all claims and demands, and all other rights whatsoever, conveyed to it by the terms of this instrument or intended to be hereby conveyed.

And for the same consideration, in order that the United Shoe Machinery Company may derive and secure the fullest benefit and enjoyment from the ownership and control of the inventions and Letters Patent hereby sold and assigned to the said company, the said Goddus hereby jointly and severally covenant and agree each for himself and for the others that for the term of ten (10) years from the date hereof they will not and none of them shall, jointly or severally, directly or indirectly, become financially interested in or engage in the business of making and selling any inventions or improvements relating in any way to shoe machinery or to mechan-

isms or appliances or devices of any sort or kind used or useful in connection with the adaptation of leather to or the manufacture of boots or shoes, or relating in any way to the manufacture of boots and shoes, or to fastenings or any other materials or things used in the manufacture of boots or shoes or useful in connection with the manufacture of boots or shoes or relating to the production or preparation of such machinery, devices, mechanism, appliances, fastenings, materials, or other things, either on their own account or as the employees of any person, firm, or corporation, or as the members of any partnership, or stockholders or officers in any corporation other than the United Shoe Machinery Company, or in any other way, without the consent in writing of the United Shoe Machinery Company; and that they will not and none of them shall do anything either jointly or severally, directly or indirectly, to injure in any way or in any way to threaten injury to the business of the United Shoe Machinery Company relating to the making, use, sale, lease, or exploitation of shoe machinery or relating to methods or processes or devices of any sort for or connected with or incidental to the manufacture of boots and shoes, or relating to any of the inventions sold and assigned to it by virtue of this instrument, or intended so to be sold and assigned to it.

2. The United Shoe Machinery Company covenants and agrees that within five days of the execution of this instrument it will cause to be issued or transferred to each of the said several Goddus fully paid up stock of the United Shoe Machinery Company in exchange for the shares of the capital stock of the Goddu Sons Metal Fastening Company sold, assigned, and transferred by the said several Goddus to the United Shoe Machinery Company at the rate of one dollar in value of the common stock of the United Shoe Machinery Company (each share of the common stock having an agreed value of thirty-five (35) dollars), and one dollar in value of the preferred stock of the United Shoe Machinery Company (each share of the preferred stock having an agreed value of thirty (30) dollars,) for each share of the capital stock of the Goddu Sons Metal Fastening Company.

The United Shoe Machinery Company further covenants and

agrees that in order to pay for the inventions and improvements purchased from the Goddus in accordance with the terms of this instrument, it will issue or caused to be transferred to Sidney W. Winslow, to be by him held in trust, under the terms of the declaration of trust annexed hereto, to secure the faithful performance on the part of the said several Goddus of the agreements, covenants, and guarantees herein made by the said Goddus, an amount of the common and preferred stock of the United Shoe Machinery Company equal to the preferred and common shares of the capital stock of the United Shoe Machinery Company issued or transferred by the United Shoe Machinery Company to the said Goddus in exchange for the shares of the capital stock of the Goddu Sons Metal Fastening Company.

3. As soon as this agreement shall have been duly executed by all the parties and delivered to the United Shoe Machinery Company, the preliminary agreement dated February 24, 1899, entered into between these same parties shall be rescinded and annulled, and shall be destroyed by the United Shoe Machinery Company.

In Witness Whereof the said United Shoe Machinery Company has caused its corporate name and seal to be hereto affixed, and the said Louis Goddu, Louis H. Goddu, George Goddu, William Goddu, Napoleon Goddu, and Eloie Goddu have hereunto set their hands and seals this first day of March, A. D. 1899.

7700 shares	LOUIS GODDU	[SEAL]
5950 "	LOUIS H. GODDU	[SEAL]
5930 "	GEORGE GODDU	[SEAL]
5820 "	WILLIAM GODDU	[SEAL]
6000 "	NAPOLEON GODDU	[SEAL]
6000 "	ELOIE GODDU	[SEAL]

UNITED SHOE MACHINERY COMPANY

[SEAL]

By Geo. W. Brown, Treasurer.

10 Cent Revenue Stamp.

Commonwealth of Massachusetts.

Suffolk, ss.

Boston, 1st March, 1899.

Then personally appeared the above-named Louis Goddu, Louis

H. Goddu, George Goddu, William Goddu, Napoleon Goddu, and Eloie Goddu, all well known to me, and jointly and severally acknowledged the foregoing instrument to be their free act and deed, before me,

Edward Russell Coffin, Notary Public.

Know all Men by these Presents :

That Whereas, one thousand sixty-five (1065) fully paid shares of the common stock of the United Shoe Machinery Company, a corporation duly organized and existing under the laws of the State of New Jersey, and twelve hundred forty-six (1246) fully paid shares of the preferred stock of the said Company have been issued to me, Sidney W. Winslow, of Beverly, Massachusetts, in accordance with the vote of the directors of the said United Shoe Machinery Company, to hold as trustee for the benefit of Louis Goddu, Louis H. Goddu, George Goddu, Napoleon Goddu, William Goddu, and Eloie Goddu, all of Winchester, Massachusetts, in accordance with and under the provisions of an agreement annexed hereto and of even date herewith, between the said United Shoe Machinery Company and the said Goddus :

Now, therefore, in consideration of the sum of one dollar and other good and valuable considerations to me paid by the said several Goddus, the receipt whereof is hereby acknowledged, I, the said Sidney W. Winslow, do hereby acknowledge and declare that I will and my heirs, executors, administrators and assigns shall hold the said one thousand sixty-five (1065) shares of common stock and the said twelve hundred forty-six (1246) shares of preferred stock of the said United Shoe Machinery Company in trust for the said Goddus ; but this trust is nevertheless intended to secure and is conditioned upon the true and faithful observance and performance by the said several Goddus and their respective representatives of all the promises, agreements, covenants, and guarantees contained in the annexed agreements of even date herewith, by the said several Goddus to be observed and performed either jointly or severally ; and in case of any default or breach in or of the true and faithful observance or performance by any of

the said Goddus of any such promises, agreements, covenants, or guarantees, the said United Shoe Machinery Company shall, upon its election communicated to me in writing, be entitled to receive from me to its own use and behoof, discharged and free from any trust or condition, one third of each class of the said shares, both common and preferred, held by me as trustee under this instrument, together with all the dividends accruing upon such third of each class of the said shares after the date of such default or breach; and in case of a second or any further or continuing breach or default in or of the true and faithful performance by any of the said Goddus of any such promises, agreements, covenants, or guarantees, the said United Shoe Machinery Company, irrespective of whether or not it has waived the first or any subsequent defaults or breaches, or any part of a continuing breach or default, may entirely and finally determine the trust hereby declared and acknowledged, upon its election so to do, communicated to me in writing; and in event of such an election communicated to me in writing, the said United Shoe Machinery Company shall be entitled to receive from me to its own use and behoof, discharged and free from any trust or condition, all the shares both common and preferred, held by me as trustee under this instrument at the date when its election shall be so communicated to me, together with all the dividends accruing after the date of any such default or breach committed by any of the said Goddus upon which the United Shoe Machinery Company shall elect to determine the said trust.

For the above consideration I do hereby for myself and for my heirs, executors, administrators and assigns, covenant and agree with the said Goddus, their heirs, executors, administrators and assigns, subject to the right of the said United Shoe Machinery Company, as hereinbefore provided, to elect to receive from me, discharged and free from any trust or condition, one third of each class of shares held by me as trustee under this instrument in case of any default or breach committed by any of the said Goddus in or of the true and faithful observance or performance of any promises, agreements, covenants, or guarantees contained in the annexed

agreement of even date herewith by the said Goddus to be observed and performed whether jointly or severally, and subject to the further right of the United Shoe Machinery Company, as also hereinbefore provided, to elect finally and wholly to determine the said trust in case of any second or further or continuing default or breach by any of the said Goddus, I will and my heirs, executors, administrators and assigns shall immediately upon the receipt of any and all dividends on the said shares, both common and preferred, of the capital stock of the said United Shoe Machinery Company, pay over the said dividends to the said Goddus, their heirs, executors, administrators and assigns; and the amount which any one of the said Goddus or his representatives shall be entitled to receive of the total amount of any one dividend paid on the shares so held by me in trust, shall bear the same proportion to the total amount of said dividend as the number of shares of the said United Shoe Machinery Company, issued to him in accordance with and under the provisions of the annexed agreement of even date herewith, bears to the total number of shares so issued to all the said Goddus.

And for the same consideration, I, the said Sidney W. Winslow, do further for my heirs, executors, administrators and assigns, covenant and agree with the said Goddus, their heirs, executors, administrators and assigns, that subject to the right of the said United Shoe Machinery Company, as hereinbefore provided, to elect to receive from me, discharged and free from any trust or condition, one third of each class of shares held by me as trustee under this instrument, in case of any default or breach committed by any of the said Goddus in or of the true and faithful observance or performance of any promises, agreements, covenants, or guarantees contained in the annexed agreements of even date herewith by the said Goddus to be observed and performed whether jointly or severally, and subject to the further right of the United Shoe Machinery Company, as also hereinbefore provided, to elect finally and wholly to determine the said trust in case of any second or further or continuing default or breach by any of the said Goddus, I will or my heirs, executors and administrators shall at the expira-

tion of ten (10) years from the date hereof, transfer and convey, free from any trust or condition, the said shares, both common and preferred, of the capital stock of the said United Shoe Machinery Company to the said Goddus or their representatives as aforesaid, in the same proportions in which the dividends on the said shares of capital stock are to be paid to the said Goddus; and execute and deliver any and all papers which may be necessary or convenient to secure to and vest in the said Goddus or their representatives as aforesaid, in the same proportions, all my right, title and interest which I hold personally or as said trustee in and to the said shares, both common and preferred, of the capital stock of the said United Shoe Machinery Company.

In witness whereof, I, the said Sidney W. Winslow, have hereto set my hand and seal this first day of March A. D. 1899.

SIDNEY W. WINSLOW. [SEAL]

PLAINTIFF'S EXHIBIT 61.

[Put in Evidence, page 456.]

This Agreement made at Boston in the Commonwealth of Massachusetts, United States of America, this eighth day of June, A.D. 1899, between Marshall Henry Pearson and Charles Bennion, both of Leicester, England, parties of the first part; and the United Shoe Machinery Company, a corporation organized under the laws of the State of New Jersey, party of the second part, Witnesseth:

That Whereas the parties of the first part own or control all of the capital stock of Pearson & Bennion, Limited, a corporation duly organized under the laws of Great Britain, and having a place of business at the Union Works, Belgrave Road, Leicester, England; and

Whereas the party of the second part is engaged in the manufacture and sale of shoe machinery, a large portion of which is protected by British patents;

Now therefore, in consideration of one dollar and other valuable considerations by each of the parties hereto to the other in hand paid, the receipt of which is hereby acknowledged by each of the

parties hereto, said parties of the first part and the said party of the second part do hereby Covenant and Agree with each other as follows, viz. :—

1. The party of the second part shall form or cause to be formed a corporation organized under the laws of Great Britain for the especial purpose of taking over and carrying on the shoe machinery business now carried on respectively by the parties of the first part and the party of the second part. The said corporation shall be organized with common or ordinary shares and preference shares of the par value of £10 each. The common shares shall amount to 20,000 shares of a total par value of £200,000. The preference shares shall amount to 25,000 shares of a total par value of £250,000. The preference shares shall be entitled in each year to a dividend out of the earnings of that year equal to six per cent per annum, and the preference shares shall be preferred as to assets to the extent of their par value, any balance of the assets to belong wholly to the common stock, and said preferred stock shall be redeemable at par at the option of the corporation at any time after the expiration of five (5) years from the date of organization of the corporation.

2. The party of the second part covenants and agrees as soon as said Company shall have been formed, that upon the receipt of 5,000 shares of the preference stock of the said Company of the total par value of £50,000., and also the receipt of 16,000 shares of the ordinary stock of the said Company amounting to a total par value of £160,000., that it will assign, transfer and convey to the said corporation all its British patents (not including, however, the patents of any English colonies or any other countries outside of England, Ireland and Scotland), together with all its accounts receivable and all its leases and all its assets of every sort and kind located in Great Britain at the time of such transfer, except that any accounts due from Pearson & Bennion, Limited, to the Consolidated & McKay Lasting Machine Company shall be still due and payable to that Company, together with the entire goodwill of its English business.

It is further agreed that the new English Company shall have

the option upon paying the expenses of taking out British patents of securing British patents for all inventions belonging to the party of the second part, though the party of the second part does not bind itself to protect the rights of such English patents but only to place such matters in the hands of reputable solicitors and to endeavor to use due care.

3. The parties of the first part hereby covenant and agree that within thirty (30) days after the organization of the corporation hereinbefore provided for, and the transfer to the said corporation of the English business of the said United Shoe Machinery Company, in accordance with the provisions set forth in the section numbered 2 hereof, the said parties of the first part will assign, transfer and convey to the said new corporation in exchange for 4,000 shares of the preference stock of said new corporation of the total par value £40,000, and 4,000 shares of the common or ordinary stock of said new corporation of the total par value of £40,000, the entire right, title and interest in and to the total issued or allotted capital stock of the said Pearson & Bennion, Limited; and the said parties of the first part also agree that at the same time and for the same consideration they will assign, transfer and convey to the said new corporation all Letters Patent for Great Britain and all other countries, and all inventions and all pending applications for patents of Great Britain and all other countries, together with all drawings, models, or experimental machines belonging to the said parties of the first part or either of them, together with their joint or several right, title and interest in any and all contracts or agreements relating to the business carried on by Pearson & Bennion, Limited, or relating in any way to shoe machinery, and the said parties of the first part, for the same consideration, covenant and agree to assign, transfer and convey to the said new corporation any and all inventions which they may hereafter make and which relate in any way to shoe machinery, or to the manufacture of boots or shoes, or to materials used in the manufacture of boots or shoes.

And the said parties of the first part jointly and severally covenant and agree with the said party of the second part that at the time of such transfer to the new corporation of the capital stock of

the said Pearson & Bennion, Limited, the assets of the said Pearson & Bennion, Limited, shall not be less than the assets set forth in the "Schedule of Assets and Liabilities, Pearson & Bennion, Limited," which is annexed to this agreement and made a part hereof, and that the liabilities of the said Pearson & Bennion, Limited, shall not be greater than the liabilities set forth in the said "Schedule of Assets and Liabilities;" and furthermore the said parties of the first part covenant and agree that until said corporation shall have been formed and said assignments made to said corporation, as hereinbefore provided, no profits shall be withdrawn from the said Pearson & Bennion, Limited, but that the said business of the said Pearson & Bennion, Limited, shall be carried on as a going company for the benefit of the said new corporation, which is to own all the capital stock thereof.

4. It is understood and agreed between the parties of the first part and the party of the second part that the free hold property of Pearson & Bennion, Limited, situate at Blue Boar Lane, Leicester, England, which is not included in the said annexed "Schedule of Assets and Liabilities," but which still belongs to Pearson & Bennion, Limited, shall be sold to the said parties of the first part for £4,300, payment of said £4,300 to be made at the time when the parties of the first part assign and transfer the capital stock of said Pearson & Bennion, Limited, according to the terms of section numbered 3 hereof. And it is further understood and agreed that the free hold property known as the Union Works, Belgrave Road, Leicester, England, where the manufacturing of Pearson & Bennion, Limited, is now carried on, and which is referred to in the above schedule of assets but which has not yet been transferred to Pearson & Bennion, Limited, shall be transferred to Pearson & Bennion, Limited prior to the purchase of the capital stock of Pearson & Bennion, Limited hereinbefore provided for. And it is understood that the free hold property, the said Union Works, shall be transferred to Pearson & Bennion, Limited free from all liabilities except that Pearson & Bennion, Limited, shall assume at the time of the transfer of said property the personal liability which Messrs. Pearson and Bennion have jointly

incurred at the Stamford, Spaulding & Boston Bank, Leicester, England, amounting to not more than £17,250, in order to secure said new factory, and that Pearson & Bennion, Limited will also pay to the said Pearson and the said Bennion £1,000 each for cash which they have personally advanced towards the purchase of the said factory and free hold.

5. It is further agreed that the said new corporation shall pay to Messrs. Pearson and Bennion £4,300, it being understood that said payment shall be made at the time that the said parties of the first part assign and transfer the capital stock of said Pearson & Bennion, Limited to said new corporation, in accordance with the terms of the section numbered 3 hereof.

In Witness Whereof on the day and year first above written the said parties of the first part have hereunto set their respective names and seals, and the said corporation, the United Shoe Machinery Company, has caused its corporate name and seal to be hereto affixed by its Treasurer, thereunto duly authorized.

MARSHALL H. PEARSON [SEAL]

CHAS. BENNION [SEAL]

[SEAL]

UNITED SHOE MACHINERY COMPANY

By Geo. W. Brown Treasurer.

SCHEDULE OF ASSETS AND LIABILITIES PEARSON AND BENNION
LIMITED.

Liabilities.

To Share Capital authorized, viz.:

2,000 shares of 10 each	20,000.	0.	0.
of which 1020 are allotted and fully paid up		10,200.	0. 0.
and 100 Mortgage Debentures of 100 each		10,000.	0. 0.
" Sundry Creditors,		11,523.	7. 9.
" M. H. Pearson,		3,653.	4. 10.
" C. Bennion,		2,327.	2. 8,
Stamford, Spaulding & Boston bank loan on a/c new factory,		17,250.	0. 0.

M. H. Pearson, loan a/c new factory,	1,000. 0. 0.
C. Bennion, loan a/c new factory,	1,000. 0. 0.

Assets.

By Union Works, Belgrave Road factory (new factory)		20,000. 0. 0.
" Patent and Trade Marks		1,046. 12. 6.
" Plant & Machinery Leicester	6,596. 19. 2.	
London	138. 10. 0.	6,735. 9. 2.
" Stock in Trade Leicester	13,984. 1. 4.	
London	864. 13. 10.	14,848. 15. 2.
" Fixtures and Fittings London		72. 0. 0.
" Profits for year ending May 31, 1899,		8,000. 0. 0.
" Models & Patterns,		823. 5. 7.
" Sundry Debtors Leicester	21,654. 15. 1	
London	3,194 7. 5	24,849. 2. 6.
" Bills Receivable Leicester	1,503. 12. 11.	
London	404. 0. 1.	1,907. 13. 0.
" Cash at Bank and in hand		
Leicester	859. 8. 9.	
London	244. 5. 6.	1,103. 14. 3.
" Stain Department		1,795. 11. 5.

PLAINTIFF'S EXHIBIT 62.

[Put in Evidence, page 457.]

This Memorandum of Agreement made this 30th day of June 1899 between Silas Pierce and John M. Kingsbury, being the owners of a majority of the stock of the Corrugated Wire Fastening Company, parties of the first part, and Edward P. Hurd, party of the second part, Witnesseth :

That the parties of the first part agree to sell and deliver to the party of the second part all the stock in said Company owned or controlled by them as follows, viz : — the said Pierce two thousand nine hundred and sixty-four (2964) shares and the said Kingsbury

five thousand (5000) shares, for which the said party of the second part agrees to pay the sum of eighty-five cents per share on the delivery of certificates for said stock endorsed in blank and properly stamped, at any time on or before August 10, 1899.

And in consideration of the premises, the party of the second part further agrees that he will purchase any part or the whole of the balance of the stock of said Company, the certificates for which, endorsed in blank and properly stamped, may be tendered to him at the office of Charles M. Reed, 704 Exchange Building Boston at any time on or before August 10, 1899 and that he will pay for the same at the rate of eighty-five cents per share.

In witness whereof the said parties have hereunto and to a duplicate hereof set their hands and seals the day and year above written.

SILAS PIERCE

[SEAL]

J. M. KINGSBURY

EDWD. P. HURD

PLAINTIFF'S EXHIBIT 63.

[Put in Evidence, page 458.]

Agreement made this thirty-first day of July, A. D., 1899, by and between the Breach Manufactureing Company, a corporation organized and existing under the laws of the State of Maine (hereinafter called the Breach Company), party of the first part, and United Shoe Machinery Company, a corporation organized and existing under the laws of the State of New Jersey (hereinafter called the United Company), party of the second part.

Whereas the Breach Company is the owner of the entire interest in and to Letters Patent of the United States :

No. 318,539 dated May 26, 1885, originally granted to James J. Breach ;

No. 318,540, dated May 26, 1885, originally granted to James J. Breach ;

No. 589,409, dated September 7, 1897, originally granted to James J. Breach,

and is entitled to the entire interest, within and for the United States of America and the Territories thereof, and foreign countries, in all inventions or improvements made or hereafter to be made by said Breach in machines for rounding or cutting soles for boots or shoes or for cutting patterns ;

Now this Agreement Witnesseth :

1. The Breach Company, in consideration of the sum of ten thousand dollars (\$10,000) to it paid by the United Company, the receipt of which is hereby acknowledged, and in consideration of the agreements of the United Company herein contained, has granted and by these presents doth grant to the United Company an exclusive license, under the above recited Letters Patent of the United States of America and under such Letters Patent of the United States and of other countries as shall hereafter be granted or assigned to it for inventions or improvements made by said Breach, or in which said Breach Company shall own or acquire the entire or any less interest, to make, use, and sell to others to vend and use during the term or terms for which said Letters Patent No. 589,409 have been or shall hereafter be granted, machines embodying the inventions patented or to be patented in the Letters Patent above recited or referred to, or either or any of them, except that the United Company shall not be licensed hereby to sell, but only to make and use, itself, or by its agents, machines for cutting patterns.

2. The Breach Company agrees that, if it shall neglect or refuse to cause applications for Letters Patent of the United States to be filed for any inventions or improvemants made by said James J. Breach, which said Breach is legally bound to convey to the Breach Company, the United Company, during the term of this license, shall have the right to cause such applications to be filed by said Breach and to prosecute the same. Any and all Letters Patent of the United States obtained upon such applications shall be assigned to the Breach Company ; and the United Company, by virtue of this instrument shall be the exclusive licensee thereunder, as if the numbers and dates of such patents were recited in the granting clause of this instrument ; but the Breach Company agrees, if

requested so to do by the United Company, to execute and deliver to the United Company, from time to time, as such patents shall be issued, supplemental instruments which shall grant to the United Company an exclusive license under each such patent, describing it by its number and date of grant, subject to the terms and provisions of this instrument.

3. The United Company agrees to keep proper books, in which shall be entered all sales, leases, or other dispositions of machines and parts hereof, and of patterns cut by the aid of pattern-cutting machines made by it under this license, and agrees, in the months of January and July of each calendar year while this license remains in force, to render an account in writing to the Breach Company which shall state all such sales, leases, or other dispositions made of such machines, parts, and patterns, and the gross proceeds thereof received by the United Company during the six calendar months next preceding the month in which such account shall have been rendered, and agrees to pay to the Breach Company in each January and July, beginning with January, 1900, a sum equal to ten per cent (10%) of the gross proceeds of such sales, leases, or other dispositions of such machines, parts thereof, and patterns which shall have been received by the United Company.

4. The United Company agrees not to dispose of or sell patterns made by the aid of the pattern-cutting machines under the above patents for less than seven cents (\$.07) apiece, or rounding machines made under the above patents for less than Three Hundred Dollars (\$300) apiece, without the written consent of the Breach Company.

5. In the event that the United Company shall fail, after written demand therefor, to render accounts or make payments to the Breach Company as provided in Section Three of this instrument, the Breach Company may (upon reimbursing the United Company for the actual cost to the United Company, without interest, of all Letters Patent which shall have been granted or assigned to the Breach Company under the provisions of section two hereof, and, if the United Company shall so request, upon purchasing from the United Company at cost without interest all patterns and special

jigs and tools procured by the United Company for the manufacture of machines under this license) cancel and terminate this license by giving sixty days' written notice to the United Company of its intention so to do.

6. The United Company may cancel and terminate this license at any time by giving sixty days' written notice to the Breach Company of its intention so to do.

7. In the event of the termination and cancellation of this license by either party, the United Company shall nevertheless be thereafter licensed to complete any and all machines in process of construction at the date of such termination; to make and furnish parts for machines, to repair and replace parts of machines which it shall have disposed of prior to the date of such termination, or shall have completed subsequent to the date of such termination under the provisions of this license; and to use all pattern cutting machines made or which are in process of construction at the date of such termination; but the United Company shall account and pay royalty as aforesaid to the Breach Company upon all such machines and parts thereof, and patterns, made and disposed of subsequent to the termination of this license, as if the same had not been terminated.

8. The Breach Company hereby agrees without further consideration to loan to the United Company all drawings, patterns, special tools and jigs which the Breach Company now has, or which while this license remains in force, it shall hereafter acquire, the same to be retained and used by the United Company so long as it shall desire to retain the same or any of them for the purpose of making machines or parts of machines under this license.

9. The provisions of this instrument incumbent upon or for the benefit of the parties hereto shall be incumbent upon and for the benefit of their respective successors and assigns.

In witness whereof, the said Breach Manufacturing Company has caused its corporate seal to be hereto affixed and these presents to be signed by Elmer Loring, its President and James J. Breach, its Treasurer, and the said United Shoe Machinery Company has caused its corporate seal to be hereto affixed and these presents to

be signed by George W. Brown, its Treasurer, the day and year first above written.

ELMER LORING, President [SEAL]

JAMES J. BREACH, Treasurer.

[SEAL]

UNITED SHOE MACHINERY CO.

By Geo. W. Brown, Treas.

At a special meeting of the directors of the Breach Manufacturing Company, duly called, and held at 11 High Street, in the City of Boston in the State of Massachusetts, on the 27th day of July, 1899, at which a quorum was present, and voted in favor of the following resolution, the terms of the foregoing agreement between the Breach Manufacturing Company and the United Shoe Machinery Company, having been submitted to the Board, on motion duly made and seconded, it was resolved:—

That the President and Treasurer of this corporation be, and they hereby are, authorized to execute a certain agreement in writing this day submitted to the Board, granting an exclusive license to the United Shoe Machinery Company under certain letters patent owned by this Company, by affixing the seal of this Company thereto, and by signing the same as such President and Treasurer.

A true copy from the records of the directors of the Breach Manufacturing Company.

THE BREACH MANUFACTURING CO.

James J. Breach, Sec'y & Treas.

[SEAL]

Attest. Secretary.

PLAINTIFF'S EXHIBIT 64.

[Put in Evidence, page 458.]

Agreement made this first day of August, 1899, by and between Peter A. Coupal, of Boston, in the County of Suffolk, and State of Massachusetts, of the one part and United Shoe Machinery Company, a corporation organized and existing under the laws of the State of New Jersey, of the other part.

Whereby it is agreed as follows:—

1. The said Coupal agrees to enter the employment of said Company in its tool department and that he will, while he remains in

535

the employment of said Company, give his exclusive time, services and skill to said Company in the manufacture of shoe machinery and tools and appliances for the same.

2. The said Company, while said Coupal shall remain in its employ, agrees to pay him the sum of thirty dollars (\$30) per week as compensation for his services.

3. In consideration of said employment and of the purchase by said Company from said Coupal of his interests in certain Letters Patent of the United States this day conveyed by him, the said Coupal agrees without further consideration to convey to said Company all improvements or inventions in or relating to shoe machinery, leather working, tools, appliances and methods for the manufacture of shoes or shoe machinery or leather working which he has invented but not patented, and which he shall hereafter, while he remains in the employment of said Company, invent, except his interest in Letters Patent and applications for Letters Patent for the inventions of Edward F. White, for improvements in randing and trimming devices, and to disclose and explain to said Company or its counsel, all such inventions or improvements.

4. And said Coupal, for himself, his executors and administrators, agrees from time to time, and at any time hereafter, if the said Company shall request him so to do, to do all such acts and to execute and make oath to all such applications, specifications, assignments and other written instruments as in the opinion of the counsel of said Company shall be necessary and proper to obtain the grant of Letters Patent for such inventions or improvements both for the United States and for other countries and to vest the legal title to all such applications and patents in said Company, the cost of all such applications and patents to be borne by said Company.

In Witness Whereof the said Coupal has set his hand and seal hereto and said United Shoe Machinery Company has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by George W. Brown its Treasurer, the day and year first above written.

PETER A. COUPAL.

[SEAL]

[SEAL]

UNITED SHOE MACHINERY COMPANY.

By Geo. W. Brown, Treasurer.

PLAINTIFF'S EXHIBIT 65.

[Put in Evidence, page 458.]

Agreement, made this first day of August 1899 by and between William Gordon, of Boston, in the State of Massachusetts, of the one part and United Shoe Machinery Company, a corporation organized and existing under the laws of the State of New Jersey of the other part

Whereby it is agreed as follows : —

1. Said Gordon agrees with said Company that he will enter its employment in the management of a department to be organized for the sale of finishing machinery for boots and shoes and such other machines, tools and articles as shall be put in his charge, and that while he remains in the employment of said Company he will render and give his exclusive time and services to said Company under the supervision of its President and General Manager, to the management of said department.

2. The said Company while said Gordon remains in its employment agrees to pay him at the rate of One Hundred and Twenty five Dollars (\$125.) per month, and a commission to be hereafter agreed upon, upon the gross proceeds of the sales in the department under his charge.

3. In consideration of said employment and of the purchase by said Company from said Gordon of his interest in certain Letters Patent of the United States and certain machines, and tools this day conveyed by him and Peter A. Coupal, to said Company, the said Gordon agrees to convey to said Company all inventions or improvements in or relating to shoe machinery, leather working, and tools, appliances and methods for the manufacture of shoes and shoe machinery or leather working, which he now owns or which he has invented, or which he shall hereafter, while he remains in the employment of said Company, invent (except his interest in Letters Patent and applications for Letters Patent for the inventions of Edward F. White for improvements in randing and trimming devices) and to promptly disclose and explain to said Company all such inventions or improvements.

4. And the said Gordon for himself, his executors and administrators agrees from time to time hereafter and at all times whenever the Company shall request him so to do, to do all such acts and to execute and make oath to all such applications, specifications, assignments and other written instruments as shall, in the opinion of the counsel of said Company, be necessary and proper to obtain a grant of Letters Patent both for the United States and for other countries for such inventions as the said Gordon has hereby agreed to convey to said Company, and to vest the legal title to all such applications or patents in said Company; the cost of all such applications and patents to be borne by said Company.

In witness whereof the said Gordon has set his hand and seal hereto, and the United Shoe Machinery Company has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by George W. Brown, its Treasurer, the day and year first above written.

[SEAL]

WILLIAM GORDON

[SEAL]

UNITED SHOE MACHINERY COMPANY

By Geo. W. Brown Treasurer.

PLAINTIFF'S EXHIBIT 66.

[Put in Evidence, page 458.]

Know all men that we, Peter A. Coupal and William Gordon, both of Boston, in the County of Suffolk and Commonwealth of Massachusetts, in consideration of one dollar and other valuable consideration to us paid by United Shoe Machinery Company, a corporation organized and existing under the laws of the State of New Jersey, of Paterson in the State of New Jersey, the receipt of which is hereby acknowledged, have sold, transferred and delivered and by these presents do sell, transfer and deliver unto the said United Shoe Machinery Company the goods and chattels specified and described in the schedule hereto annexed marked "Schedule A", as the same existed on the fifteenth day of July, 1899, we agreeing to deliver to said United Shoe Machinery Company the

proceeds thereof in case any of the articles specified in said schedule have been sold since the date last mentioned.

To have and to hold all and singular the said goods and chattels to said United Shoe Machinery Company and its successors and assigns forever and we do hereby covenant with the vendee that we are the lawful owners of the said goods and chattels and have good right to sell and dispose of the same as aforesaid, that the same are free from all encumbrances and that we will warrant and defend the same against the lawful claims and demands of all persons.

In witness whereof, we hereunto set our hands and seals this first day of August, 1899.

PETER A. COUPAL [SEAL]

WILLIAM GORDON [SEAL]

STOCK ACCOUNT OF MACHINERY, TOOLS, ETC. IN THE FACTORY OF
P. A. COUPAL & Co., BOSTON, MASS.

"SCHEDULE A".

1 15 inch by 6 ft. Blaisdell Speed Lathe,	\$50.00
1 Luscome Arbor Straightening Press,	30.00
1 Little Slide Rest for Speed Lathe,	8.00
1 Greenard Arbor Press, #3,	10.00
1 Pair Scales,	5.00
1 Hand Forge,—\$10.00; 1 Anvil,—\$5.60,—	15.60
2 Hammers, 7 pair Tongs, 1 Sledge, hot & cold Chisel,	6.00
1 5 h. p. Brayton Kerosene Engine,	(?) 200.00
Paid \$150.00, laid out \$70.00, could sell \$200.	
1 Emery Wheel and Stand, without Countershaft,	7.00
1 Davis & Egan #4 Turret Lathe, 12" Un. 2 jaw Chuck Cross Slide,	550.00
1 16" x 6 Blaisdell Engine Lathe,	125.00
1 13" x 5 " " "	125.00
1 Davis & Egan Sensitive Spindle Drill,	30.00
1 3 Spindle Drill,	100.00
1 Garvin Hand Miller,	125.00
1 " #1 Universal Milling Machine,	350.00
	<hr/> 1736.60

			1736.60
1 Putnam 22" x 22" x 5 Planer,			240.00
1 Power Hack Saw (Miller's Falls)			15.00
1 Snyder Upright Drill, 25"			125.00
1 Whitcomb Crank Planer, 18" x 18",			225.00
1 15" h. p. Crocker & Wheeler Electric Motor,	(?)	250.00	
1 Grindstone Frame & Dresser,			25.00
1 Pratt & Whitney #2 Hand Screw Machine, Wire Feed,			
19 Spring Chucks,			225.00
1 Garvin Cutter Grinder,			25.00
1 Grinder,			10.00
1 30" Peck, Stow & Wilcox Squaring Shears,			38.00
1 Gallagher Shears,			5.00
1 Peck, Stow & Wilcox Beading Machine,			20.00
1 Band Saw,			30.00
1 Surface Plate,			15.00
19 3½" Prentiss & Lewis Swivel Vises, @ \$3.00,			57.00
1 ½ Ton Yale & Towne Tackle,			8.00
74 feet (740 lbs.) 1 15/16 turned shafting, @ .02½	18.50		18.38
24 feet (240 ") 1 3/16 C. R. " " .02½	6.00		24.50
1 18" Boston Hanger 1 15/16 Box,		25%	2.70
8 24" " " " " " \$3.60			28.80
4 12" " " " " " 2.28			9.12
4 Brackets, 1 15/16			
2 6" Boston Hangers 1 3/16 " 1.32			2.64
Pulleys (Wrought Iron)			
2 18x6	@ \$7.65	\$15.30	
2 20x6	9.00	18.00	
1 12x5		4.80	
4 16x4	5.75	23.00	
3 14x4	5.20	15.60	
2 10x6	4.65	9.30	
1 14x8		7.05	
2 12x6	5.33	10.66	
			<hr/> 3135.74

PLAINTIFF'S EXHIBIT 66.

541

3135.74

2 8×3	3.45	6.90
2 10×3	3.75	7.50
1 5×8		4.70
1 12×7		5.50
1 16×6		6.90

\$135.21

Less 60%

54.08

" 25

13.52

40.56

Pulleys (Cast Iron)

3 9×2½	.71	2.13
11 4½×2,	.50	5.50
2 3×2	.50	1.00
2 6×2½	.50	1.00
1 12×6½		1.58
2 13×2	2.42	4.84
1 8×4½		.96
2 8×3	.89	1.78
1 13×6		1.70
1 7×2½		.88
1 13×4		1.34
1 10×2½		.90
1 8×3		.89
1 6×3½		.77
1 14×5		1.60
1 24×4		2.45
1 10×4		1.11
1 12×6		1.58
1 15×4		1.50
1 24×8		4.02
1 4×10		1.15
1 30×6		4.37

43.05

3208.29

3208.29

Pulleys (Wooden)

1 8×5,	\$2.80
1 8×6,	3.00
1 13×4,	3.55
1 20×8,	7.60
1 11×5,	3.50
1 17×6,	5.40
1 6×6,	2.75
1 7½×12,	4.50
3 9×4,	@ \$2.80 8.40
1 9×6,	3.25
1 11×4½,	3.25
1 3½×3,	1.90
1 12×3,	3.15
1 7×4,	2.45
1 7½×4½,	2.45
1 10×8,	4.00
1 16×4½,	4.15
1 8×4½,	2.60
1 12×4½,	3.40
1 4×4½,	2.10
1 19×6½,	5.90
1 7×5,	2.65
1 14×8,	5.10
1 13×9,	5.20
1 12×4,	3.40
1 10×4½,	3.00
1 10×5,	3.25
1 12×4½,	3.40
1 14×5,	4.00
1 10×4,	3.00
1 4½×6½,	2.40
1 10½×12,	5.40
1 8×5½,	2.80

3208.29

PLAINTIFF'S EXHIBIT 66.

543

3208.29

1 7 × 4½,	2.45
1 18 × 4½,	4.70
1 18 × 8,	6.70

\$137.55

Less 60 % 54.02

" 25 % 13.50

40.52

Belting on Machines, Tools & Shafting, etc.

81 feet 6"	@ .92,	74.52
215 " 3"	.44	94.60
240 " 2½"	.36	86.40
321 " 2"	.28	89.88
161 " 1½"	.20	32.20
59 " 1¼"	.16	7.04
16 " 1"	.12	1.92

386.56

Less 50 & 10 % 173.95

" 50 % 86.97

86.97

New Belting.

125 feet 1"	@ .12	15.00
75 " 1½"	.20	15.00
41 " 1-3/4"	.24	9.84

39.84

Less 50 & 10 %

17.93

Reamers, shell

1 3"		\$9.60
1 2"		5.20
1 1½"		3.00
2 1¼"	@ \$2.20	4.40
1 1 3/16"		2.00
1 1 1/6"		1.80
7 1"	1.80	12.60

3353.71

3353.71

2 1 $\frac{1}{4}$ "	2.20	4.40
1 1 1/8"	1.90	1.90
2 9 1/6"	3.20	6.40
2 $\frac{1}{2}$ "	1.40	2.80
1 7/16"		1.30
1 11/16"		1.60
1 1 1/16"		1.80

58.80

Less 25 & 5% 41.90

" 40%

25.14

Hand Reamers,

1 1 5/8"		7.20
1 1 $\frac{1}{2}$ "		6.40
1 1 3/8"		5.60
1 1 5/16"		5.20
1 1 $\frac{1}{4}$ "		4.90
1 1 3/16"		4.60
1 1 1/8"		4.30
2 1"	@ \$3.70	7.40
1 1 1/16"		4.00
1 7/8"		3.10
3 3/4"	2.60	7.80
3 5/8"	2.20	6.60
4 $\frac{1}{2}$ "	1.90	7.60
3 7/16"	1.75	5.25
4 3/8"	1.60	6.40
2 5/16"	1.50	3.00
2 $\frac{1}{4}$ "	1.40	2.80
2 3/16"	1.20	2.40
1 13/32"		1.75
1 17/32"		1.90

98.20

Less 25 & 3 69.97

" 40

42.00

3420.85

3420.85

Rose Chucking.

1 7/8"		1.80
1 1 1/16"		2.25
1 1 3/8"		3.00
1 1 1/4"		2.70
1 1"		2.10
1 3/4"		1.60
1 1/2"		1.20
2 3/8"	@ \$1.00	2.00
		<hr/> 16.65
	Less 25 & 5	11.87
	" 40	7.12

Reamers, 23 Taper

8.00

" Shank, 19, miscellaneous 1/2 to 1 1/4

10.00

Reamers,— Expansion.

1 1 1/4"		\$9.25
1 1 3/16"		9.25
2 1"	@ \$9.25	18.50
1 7/8"		8.25
1 3/4"		7.50
1 11/16"		7.50
1 5/8"		7.25
1 9/16"		7.25
1 1/2"		7.25
1 7/16"		7.25
1 3/8"		6.00
1 5/16"		6.50
1 1/4"		5.00
		<hr/> 106.75
	Less 25 & 5,	75.01
	" 40	45.00

45.00

3490.97

3490.97

Twist Drills, Taper Shank.

1 1 35/64"		6.60
1 1 3/8"		5.20
1 1 23/64"		5.20
1 1 15/64"		4.50
1 1 17/64"		4.65
1 1 1/4"		4.50
1 1 1/8"		3.80
2 1 7/64"	@ 3.80	7.60
1 63/64"		9.80
1 15/16"		2.75

Twist drills.

1 1 3/16"		4.20
1 31/32"		2.90
1 63/64"		9.80
1 15/16"		2.75
1 59/64"		9.50
1 55/64"		9.20
1 7/8"		2.45
1 51/64"		8.80
1 3/4"		1.85
2 47/64"	@ 8.40	16.80
1 11/16"		1.60
1 43/64"		7.80
1 5/8"		1.40
2 39/64"	" 7.20	14.40
1 9/16"		1.20
2 36/64	" 6.60	13.20
2 17/64"	" 4.65	9.30
5 1/2"	" 1.00	5.00
1 31/64"		6.00
4 15/32"	" .95	3.80
2 7/16"	.90	1.80

 3490.97

PLAINTIFF'S EXHIBIT 66.

547

2490.97

2 27/64"	5.60	11.20
3 13/32"	.85	2.55
3 3/8"	.80	9.40
25 5/16"	.70	17.50
6 Centre Oil Feed Drills, 17/32"		18.60

 240.60

Less 60, 10, 10, 77.96

" 25, 19.49

35.29

7 15/64",	@ .22	\$1.54
8 #1,	.22	1.76
5 3,	.22	1.10
5 4,	.22	1.10
3 5,	.22	.66
6 6,	.21	1.26
2 7,		.42
3 8,		.63
3 9,		.63
6 10,		1.26
8 11,	.20	1.60
9 12,		1.80
6 13,		1.20
1 14,		.20
7 15,		1.40
5 17,	.19	.95
4 18,		.76
11 19,		2.09
1 20,		.19
6 21,	.17	1.02
1 22,		.17
3 23,		.51
4 24,		.68
3 25,		.51
4 26,	.15	.60
6 27,		.90

 3526.26

3526.26

7 28,		1.05
5 29,		.75
7 30,		1.05
12 31,	.14	1.68
2 32,		.28
2 33,		.28
4 34,		.96
2 35,		.28
1 36,	.12	.12
4 37,		.48
2 38,		.24
7 39,		.84
6 40,		.72
5 41,	.10	.50
4 42,		.40
2 43,		.20
5 44,		.50
4 45,		.40
8 46,	.09	.72
8 47,		.72
5 48,		.45
7 49,		.63
11 50,		.99
5 51,		.45
4 52,		.36
4 54,		.36
5 55,		.45
15 56,		1.35
6 57,		.54
7 58,		.63
6 59,		.54
6 60,		.54
		<hr/>
		44.50

Less 60, 10 & 10

14.42

3538.68

3538.68

Taps, — Pipe.

1 3/4"	\$2.50
1 1"	3.12
1 1/2"	1.87
1 3/8"	1.50
1 1/4"	1.25
1 1/8"	1.12

 11.36

Less 60 & 5 4.31

" 25, 3.23

Dies for Pipe Taps,

1 3/8"	9.50
1 1/4"	9.50
1 1/8"	9.50

 28.50

Less 60 & 5 10.83

" 25 8.12

8 Odd Taps,

5.00

Taps,

1 1"		2.00
2 3/4"	@ 1.20	2.40
3 5/8"	.90	2.70
2 9/16"	.80	1.60
14 1/2"	.70	9.80
4 7/16"	.60	2.40
16 3/8"	.55	8.80
14 5/16"	.50	7.00
13 1/4"	.45	5.85
14 #14,	.38	5.32
9 10,	.35	3.15
4 6,	.35	1.40
1 1/8 x 40,		.35

 52.77

 3555.03

		3555.03
	Less 60 & 5	20.05
	" 50	10.03
Arbors, 58 Miscellaneous, $\frac{1}{4}$ " to $1\frac{7}{8}$		25.00
1 $\frac{5}{16}$		.38
Drills, 40 Long & Extension,		14.00
Boring Bars, 50,		10.00
Cutters, Stem, Miscellaneous,		15.00
" Slotting, 1, $3'' \times 1/8$		1.00
Counterboards,— miscellaneous,		15.00
3 Tap Wrenches,	@ 1.25	3.75
1 Nicholson File Holder,		.75
4 Wood Hand Screws,	.25	1.00
1 Clapp & Whitney Com. Rest with Grind Attach.		10.00
1 Belt Stripper,		.50
4 Xurnel Holders with Kurnels,	.50	2.00
1 Washer Stripper,		.50
1 Boring Tool Holder with Boring Tools,		.50
10 Socket Wrenches,— miscellaneous,		2.00
15 Small Dies with Holder, $13/16$	.20	3.00
8 " " " " $1\frac{1}{2}$	.35	2.80
3 " " $2\frac{1}{4}$	.50	1.50
16 Misc. Reamer Guides,	.15	2.40
21 Brown & Sharpe Gear Cutters	1.00	21.00
79 Misc. Milling Cutters,		15.00
1 Pair Counter Scales,		5.00
5 Hack Saws,	1.50	7.50
11 Flat Chucking Drills,	.35	3.85
8 Misc. Emery Wheels,		6.00
1 Morse Twist Drill Gauge,		.50
3 Sets of Figures & 1 Alphabet		4.00
1 Alphabet, $5/16$		2.50
1 Drafting Protractor, B. & S.		6.00
1 Height Gauge,		20.00
		<hr/>
		3758.11

3758.11

Plugs & Rings.—Standard.

1 1/4"		13.50
1 1/8"		12.50
1"	\$11.50 1/2	5.75
7/8"		10.00
3/4	9.00 1/2	4.50
11/16"		8.50
5/8"	8.00 1/2	4.00
9/16"	7.50 1/2	3.75

62.50

Snap Gauges.

3/16"		2.00
3/8"		2.30
9/16"	2.60 1/2	1.30
13/16"		3.00
15/16"		3.20
1	3.30 1/2	1.65
1 1/8"	3.50 X	3.50

15.95

219 Lathe Tools, 31 Screw Mach. Tools, 250 @ .25

62.50

Chucks.

4 1/2" Weir,	@ 4.05	16.20
7 3/8" Weir	3.38	23.66
2 1" Little Giant	4.88	9.76
1 4 jaw Ind. Whiton,		8.25
1 7" 4 jaw, Universal,		.90
1 8" 4 " Ind. Universal,		8.25
1 12" 4 " " "		11.25
1 16" 4 " " " Nat'l		10.00
1 4 1/2" 2 jaw Cushman		5.85

103.12

Hand Tapping Machine, 6 Spindles,

20.00

Backing Off Device with Leaders, etc., for Backing
off Cutters, 4 part Randall

50.00

4072.18

4072.18

2 Automatic Die Holders, for Davis & Egan Screw Mch.		
2 Automatic Die Holders, for B. & S. Mch.		
1 Small Die Holder for Pratt & Whitney,		\$43.00
1 Large Box Tool Pratt & Whitney,		50.00
4 Colets, Davis & Egan Mch.	@ \$2.00	8.00
34 Screw Mch. Dies	.60	20.40
1 Brown & Sharpe Box Tool,		14.00
1 Expanding Chucking Reamer, 1 7/8" up,		15.00
8 Straight Collets	.50	9.00
4 Turning Tools for Screw Mch.	3.50	14.00
1 Armstrong Boring Tool	1.50	1.50
1 Box Tool for Rounding Ends of Pins, D. & E. Mch.		2.00
3 Counterboards,		5.00
2 Fan. Tools D. & E. Mch.	5.00	10.00
6 Sets Cast Iron Jaws for Chucks	1.00	6.00
8 " Jaws, Small Chucks,	1.00	8.00
9 Collets for #2 Screw Mch.	1.00	9.00
Misc. Rose Reamers, Flat Chucks, Drills, Counter-Boards, Taps, Cluted Chuck Drills, Split Collars for Drills		22.00
2 Sewing Machines, Universal Feed, 1 Union,		(?) 15.00
1 Rag. Brush		1.00
2 Wool Brushes	.50	1.00
63½ lbs. Spring Wire, fine		
123 lbs. " " Coarse, 186½ lbs.	@ .05	9.33
6 " Copper Wire	@ .34	2.04
24 " Brass	@ .18	4.32
2 3/4 lbs. Music Wire	.75	1.97
1 Broken Roll Emery Cloth,		1.50
445 lbs. Machine Steel,	" .16	71.20
740 " Bessener Steel	" .02½	18.50
208.5 lbs. Tool Steel	" .20	41.70
		<hr/> 4385.54

		4385.54
20 lbs. Sq. & Hex. Brass	@ .25	5.00
21 " Brass Tubing,	" .35	7.35
40 1/2 lbs. Brass, solid,	" .25	10.12
102 lbs. Crucible Steel,	" .10	10.20
66 lbs. Bess. Steel,	" .024	1.65
8 Bess. Steel Shafts, 1/2 finished,	" .205	1.64
16 lbs. Cast Iron Socket Wrenches,	" .05	.80
196 " Steel Castings,		
2 Surface Plates,	" 6.00	12.00
10 gal. Lard Oil	.45	4.50
10 " Lu. Oil,	.34	3.40
2 Oil Tanks,	1.00	2.00
1 Water Tank		1.00
52 lbs. Bess. Steel,	.025	1.30
10 pair Hand Screws, 8"	.25	2.50
25 Dogs,		15.00
Straps, Parallel Pinch Pieces, Tool Holders,		
Planer Bolts, etc.		15.00
C. Clamps,		10.00
8 Misc. Angle iron,		13.00
1 Planer Shoe, 4 feet x 14"		18.00
1 " " 18" x 10"		5.00
2 " " 12" x 4"	@ 2.50	5.00
1 Surface Plate,		12.00
1547 lbs. Scrap iron,	.45 c.w.t.	2.47
38 lbs. Hard Metal,	.36	13.68
230 Scrap Brass,	.09	20.70
240 " "	.10	24.00
Tools for, but not owned by, the Rockingham Co.		75.00
Washington Light Tools,		66.40
" " Patterns,		150.00
Gas Stove		1.00
Gas Fixtures		10.00
		<hr/> 5025.75

Files,		
10" flat Bastard, — 47,	\$6.00	
10" Mill " 31,	3.75	
6" " " 6,	.45	
12" round " 12,	2.10	
11" square " 4,	.60	
10" one-half round, 9,	1.20	
12" square, 2,	.18	
10" round, 1,	.15	
10" square, 2,	.20	
12" round, 3,	.56	
8" one-half round, 24,	2.70	
11" " " " 2,	.18	
12" #4 Swiss, 1,	.09	
7" square, Swiss, 14,	.98	
4" #4, one-half round, Grobert, 5	.33	
Die Sinking Files, 5	.60	
7" round, Swiss, 8	.80	
	<hr/>	
	20.87	20.87
60 8" Star Hack Saw Blades,	@ .50 doz.	2.50
60 15" X. L. " " "	.50 "	2.50
4 Oil Cans,	.25	1.00
1 Diamond Dresser,		5.00
Misc. Milling Machine Arbors,		10.00
Garvin Cam Cutter Attachment,		130.00
Wire Cutter,		2.00
Screw Slotting Device,		4.00
1 Monkey Wrench,		1.00
4 Strips for Cushman Chucks,	" 3.00	12.00
124 feet Bench & Overhead Work,		50.00
Sink, Piping & Fixtures,		15.00
1 Wardrobe,		2.00
1 Chest & Woodwork Tools,		15.00
		<hr/>
		5298.62

	5298.62
Foot Bellows, Piping, Soldering Iron,	12.00
Nail Puller, Stillson Wrench,	3.00
1 National Sewing Machine,	10.00
1 Test Pump,	10.00
1 Screw Machine Countershaft,	4.00
2 Waste Barrels,	2.00

Washington Light Parts,

500 Safety Couplings,	(@) .05	\$25.00
222 Needle Valves,	.36	79.92
5 Doz. Screws for Drip. Cup. Doz.	.50	2.50
300 Cap Screws #32,	.05	15.00
75 Sets Pump Supports,	.25	18.75
76 " #8	.05	3.80
42 #22	.06	2.52
23 #19	.06	1.38
75 #25	.15	11.25
149 #9	.10	14.90
15 #16	.25	3.75
108 #24, two-thirds finished,	.10	10.80
77 #28	.25	19.25
65 #13	.30	19.50
78 #34	.12	9.36
28 #24	.15	4.20
100 #35	.40	40.00
75 #5	.10	7.50
69 #27	(@) .12	\$8.28
198 Pieces Celluloid,	.04	7.92
76-16A	.25	19.00
459 #12	.05	22.95
12 #3	.25	3.00
81 #20	.60	48.60
27 #15	.25	6.75

 5339.62

			5339.62
15 #2	.20	3.00	
3 Tank Valves, Complete	3.49	10.47	
73 # 23 " " bodies,	2.00	146.00	
89 #10,	.06	5.34	
58 #33,	.20	11.60	
70 #4,	.15	10.50	
22 1/2 lbs. Lead Pipe,	.065	1.46	
75 Filters, #17,	.10	7.50	
73 #31,	.55	40.15	
54 #1,	.50	27.00	
54 #2,	.20	10.80	
54 #3,	.25	13.50	
53 #11,	.02	1.06	
31 # 7,	.07	.93	
60 pieces each #14 @ .35			
15 " .25			
16 " .25	.85	51.00	
30 #21	.05	1.50	
94 Pins for #21	.01	.94	
46 #18	.07	3.22	
48 lbs. Castings,	.27	11.56	
20 " "	.36	7.20	
620 Air Tubes.	.02	12.40	
135 Crowns, half finished,	.50	67.50	
17 Cages & Bands,	.58	9.86	
100 Bands,	.13	13.00	
2 3/4 lbs Wire,	.34	.95	
75 rings,	.05	3.75	
		<hr/> 878.07	
	Less 10%	87.81	
		<hr/>	\$790.26
Economy Cementer Parts,			
32 Press Gauges	@ \$1.35	43.20	
48 Stop Cock Valves,	.55	26.40	
		<hr/>	6129.88

6129.88

14 Pump Clamps,	.05	70.00
18 Long Nipples,	.03	.54
7 Treadles, comp.	.25	1.75
17 Sets Adj. Screws,	.05	.85
24 Brushes	.38	9.12
8 Pump Valves,	.25	2.00
28 Checks,	.06	1.68
23 Pump Cylinders,	.25	5.75
6 " Plungers, comp.	.50	3.00
25 Cover Binders,	.25	6.25
10 Pump Levers,	.25	2.50
11 Brush Valve Levers,	.10	1.10
5 Straps for Cover,	.20	1.00
6 Chains,	.30	1.80
8 Covers,	.40	3.20
20 pc. Leather Packing,	.08	1.60
16 Pins for Pump Lever,	.05	.80
50 Packings,	.02	1.00
30 Valves,	.33	9.90
34 Brush Holder Castings, 8 1/2 lbs.	.27	2.30
10 lbs. Brass Tubing	.35	3.50
8 Fire Buckets,	.15	1.20

131.14

Rockingham Stock

63 Feed Wheels	@ .22	\$13.86
20 Sets Brush Flangers,	.12	2.40
1 #8 Burnisher & 2 Castings,		2.00
50 Brass Castings,	.27	13.50
123 lbs. Cast Iron		
156 " " " 288 lbs.	.035	10.08
40 Castings, Cast Iron,	.05	2.00
40 " " "	.10	4.00

6261.02

\$6261.02

37	.05	1.85
6 Shipper Parts,	.15	.90
19 Castings,	.12	2.28
24 "	.10	2.40
13 R. #100	.30	3.90

Rockingham Finished Parts

15 #355	.50	7.50
5 #426		15.45
24 #412	.305	7.32
44 #357	.27	11.88
39 #236	.27	10.53
3 #347	.41	1.23
27 #244	.24	6.48
40 #384	.91	36.40
9 #441	1.08	9.72
2 #121	1.68	3.36
9 #217	1.02	9.18
20 #501	1.83	36.60
21 #502	1.67	35.07
15 #218	1.08	16.20
5 #220	1.78	8.90
4 #219	1.35	5.40
10 #351	.75	7.50
1 #404	1.69	1.69
2 #405	1.03	2.06
12 #219, two-thirds finished	.93	11.16
30 #294	.64	19.20
11 #293	.64	7.04
35 #71	.08	2.80
23 #164	.27	6.21
5 #301	.51	2.55
8 #181	.46	.92
13 #84	.20	2.60

 6261.02

PLAINTIFF'S EXHIBIT 66.

559

6261.02

115 #194	.08	9.20
16 #190	.06	.96
16 #624	.60	9.60
32 #99	.45	14.40
7 #247	.34	2.38
5 #134	.15	2.25
5 #248	.635	3.18
38 #126	.37	14.06
10 166A	.25	2.50
17 #509	.40	6.80
21 #298	.43	9.03
28 #295	.15	4.20
3 #28	.42	1.26
5 #283	1.00	5.00
44 #103	.22	9.68
164 #265	.64	104.96
17 #655	.07	1.19
18 #297	.07	1.26
13 #314	.50	6.50
3 #62, (61, 62, 63)	.40	1.20
28 #66	.36	10.08
9 #116	.20	1.80
55 #241	.24	13.20
13 #620	2.00	26.00
8 #242	.50	4.00

 609.11

5 #246	@ \$1.20	\$6.00
1 #47		5.00
11 #197	1.14	12.54
5 #221	1.14	5.70
25 each (#308 & 309)	.69	17.25
7 #434	2.60	18.20
2 #464	2.70	5.40

 6870.13

\$6870.13

29 #481 Comp.	.34	9.86
4 #145	3.00	12.00
6 #140	.80	4.80
29 #482	.25	7.25
22 #472	.29	6.38
24 #367	.80	19.20
14 #448	.50	7.00
6 #394, Comp.	.60	3.60
27 B		
26 C		
29 D 82 Heel Plates,	.20	16.40
10 #303 A	.15	1.50
11 #78	.13	1.43
99 #478	.56	55.46
24 #4826	.07	1.68
28 #558	.05	1.40
28 #559	.05	1.40
22 #348	.75	16.50
7 #105 A	.20	1.40
22 #244	.24	5.28
4 #475	.20	.80
41 #474	.13	5.33
15 #473	.31	4.65
50 #249	.64	32.00
9 #237	1.20	11.80
52 #348	.38	19.76
44 #182	.25	11.00
10 #238	1.00	10.00
12 (#471 A & 475 comp.)	3.20	38.40
13 #598	.19	2.47
12 #590	.19	2.28
53 #543	.07	3.71
143 B 20	.14	20.02
23 B 20 C	.20	4.60

 6870.13

6870.13

1 B 20 F		.15	
33 B 19	.14	4.62	
1 B 19 C Spec.		.15	
24 B 19 C C	.15	3.60	
4 B 19 C C #5	.15	.60	
26 B 19 S 5	.15	3.90	
10 B 19 #5	.15	1.50	
22 B 19 C	.15	3.30	
8 B 19 C C #5	.15	1.20	
8 D 19	.15	1.20	
60 Mixed Wheels,	.15	9.00	
7 #432	5.09	35.63	
21 Ryders	.15	3.15	
5 B 17 C C	.15	.75	
13 D 18 C	.15	1.95	
18 D 18 C #5	.15	2.70	
15 B 18 C U C	.15	2.25	
122 B. 19 C	.15	18.30	
114 B 18	.14	15.96	
101 B 18 C	.15	15.15	
26 Brushes	Doz.	15.00	32.50
8 "	"	12.00	8.00
4 "	"	12.00	4.00
3 #3	"	24.00	6.00
3 6 x 4	ea.	13.60	10.80
			595.69
13 Brushes	Doz.	\$7.00	\$7.58
3 "	"	18.00	4.50
12 #407		.375	4.50
58 #57		.03	1.74
65 Screws Rander,		.10	6.50
45 " Adj.		.10	4.50
16 Heel Seat Cutters		3.91	62.50
			<hr/> 7465.82

7465.82

132 4 Part Rander Cutters	.75	99.00
13 #104 1/2 finished,	.525	6.83
21 #234	.65	13.65
4 #4 Burnishers Stands	2.00	8.00
6 #3 Beaders	4.00	24.00
21 6 foot Shafts,	6.00	126.00
2 6-foot Shafts, 2/3 finished	4.00	8.00
6 #1 Beaders,	5.00	30.00
1 #8 Burnisher,		8.00
9 Frictions, 8" Brush,	1.50	13.50
2 Tapley Burnishers,	70.00	140.00
4 #4 Beaders	10.00	40.00
1 Second hand Buffing Machine		10.00
1 Gordon Heel Burnisher,		3.00
1 Old Style Tacker Stand,		2.00
1 Rolling Machine,		10.00
1 6-foot Finishing Shaft with Beading & Finishing Roll,		20.00
23 Soapstones,	.80	18.40
2 Carburette Pumps,	5.00	10.00
1 " Comp.		15.00
8 " Tanks,	10.00	80.00
1 #5 Burnisher,		100.00
15 Heel Scourers,	35.00	525.00
16 #5 Beaders,	10.00	160.00
7 Heel Seat Trimmers,	40.00	280.00
12 Rockingham Edge Setters,	65.00	780.00
1 " " " Unfin.		40.00
4 Shawmut Edge Setters, rebuilt,	20.00	80.00
Labor on Rockingham Buffer,		10.00
1 Heel at Grinder,		20.00
1 Second hand #3 Rockingham Burnisher,		15.00
2 Rapid Inseam Trimmers	50.00	100.00
1 Vose Heel Randing Machine, second hand,		20.00

 7465.82

			7465.82
1 Blower,		8.00	
1 Julian Inseam Trimmer,		65.00	
13 Economy Cement Pots,	15.00	195.00	
1 Sample Heel Scouring Wheel,		4.00	
8 lbs. Composition Castings,	.27	2.16	
1425 Edge Setter Springs, #480	.05	71.25	
2 1/2 lbs. Rubber Tubing,	.45	1.12	
1 Welt Polishing Machine,		40.00	
75 1/4" Bolts,	Cwt. .60	.45	
Lumber, 500 feet,		8.00	
Shop Office Fixtures,			
1 Drawing Table,		5.00	
1 Safe		14.00	
1 Roll Top Desk & Chair,		11.50	
1 Chair & Stool,		.75	31.25
			<hr/> 3333.43
			<hr/> \$10799.25

PLAINTIFF'S EXHIBIT 67.

[Put in Evidence, page 458.]

Agreement made this sixteenth day of August, 1899, between Timothy A. Bresnahan, of Boston, in the State of Massachusetts, of the first part and United Shoe Machinery Company a corporation organized and existing under the laws of the State of New Jersey, hereinafter called the United Company, of the second part.

1. Said Bresnahan agrees to sell and the United Company to purchase a certain piece or parcel of land with the buildings thereon situated on the Westerly side of Boston Street in that part of said Boston called South Boston, bounded and described as follows:

Beginning at a point at the Southerly corner of the granted premises and the Easterly corner of land formerly of Pratt and running thence Northwesterly on said land formerly of said Pratt 125.72 feet to land formerly of the Boston Wharf Company, thence turning and running Northeasterly on said land formerly of the Boston Wharf Company 51 feet to land formerly of Sanborn,

thence turning and running Southeasterly on said land formerly of Sanborn 122.17 feet to Boston Street, thence turning and running Southwesterly on said Boston Street 61.65 feet to land formerly of Pratt and the point begun at, and containing 6792 square feet, being the same premises conveyed to said Bresnahan by deed of John J. Merrill, dated May 23, 1892, recorded with Suffolk Deeds Libro 2061, page 550.

Said premises are to be conveyed within ten days from this date by a good and sufficient warranty deed of the said Bresnahan, conveying to said United Company or to such person or corporation as the United Company shall in writing designate as grantee a good and clear title to the same free from all incumbrances. Full possession of the said premises subject to the rights of the Boston Shoe Tool Company as tenant is to be delivered to the grantee at the time of the execution of this agreement. The deed is to be delivered to the grantee and the consideration, hereinafter mentioned, paid at the office of said United Company, 111 Lincoln Street, Boston, Mass.

2. The said Bresnahan agrees to sell, and the said United Company to purchase, the machines, tools and other chattels specified in an account of stock of T. A. Bresnahan, taken June 10, 1899, a copy whereof is hereto annexed marked "Schedule A" (said machines, tools and chattels being situated in the machine shop on the real estate hereinbefore described), and all other machines, tools or chattels owned by said Bresnahan, which are in said shop.

3. Said Bresnahan agrees to sell and the said United Company to purchase, the entire capital stock of the Boston Shoe Tool Company, a corporation organized and existing under the laws of the State of Maine, of Portland, in said State, said capital stock being divided into 5000 shares of the par value of \$10.00 each.

The transfer of the certificates of said stock shall be made as of August 1st, 1899, and said Bresnahan warrants that said corporation is free from debt except the indebtedness incurred or contracted since July 31st 1899, and that the property of said corporation is free from all liens or incumbrances. It is understood and agreed that said Boston Shoe Tool Company shall pay to said

Bresnahan a sum equal to the cash in its treasury on August 1st 1899 and all accounts and bills receivable and claims payable to it, which were outstanding on August 1st 1899.

Said Bresnahan also warrants and represents that the machines, tools and personal property specified in Schedule B annexed hereto were consigned by said Boston Shoe Tool Company to Thomas Turner of Leicester, England, and if not disposed of by him are in his possession at No. 9 Newark Street, in said Leicester, and that said Boston Shoe Tool Company is the owner of said consigned goods, or if the same have been sold or otherwise disposed of, that it is entitled to the proceeds thereof, less the proper charges and commissions of said Turner, as its consignee or agent.

4. Said Bresnahan agrees for the term of two years from the date hereof to give the United Company the benefit of his services in the management of the business of the said Boston Shoe Tool Company, and in developing and increasing its business, and in devising and perfecting improvements in its products, and in tools and methods for the manufacture of the same, and during that period, to give to the United Company, or to said Boston Shoe Tool Company, as the said United Company shall elect, the benefit of any improvements or inventions which he shall devise or make in or relating to boot and shoe or leather working machinery, machines, tools and appliances made or dealt in by the United Company, or by either or any of the corporations controlled by the United Company, and to promptly disclose and explain to the officers of said United Company all such inventions and improvements and from time to time and at all times whenever the Company shall request him so to do, to do all such acts and to execute and make oath to such applications, specifications, assignments and other written instruments as shall in the opinion of the counsel of said Company be necessary to obtain the grant of Letters Patent both for the United States and for other countries for such inventions or improvements, and to vest the legal title to all such applications and patents in the United Company, or in such persons or corporations as it shall direct; the cost of all such applications and patents to be borne by the United Company.

5. Said Bresnahan is to covenant and agree that he will not hereafter engage in, nor directly or indirectly aid, assist or encourage anyone to engage in the manufacture of heel trimming, edge trimming or edge setting machines and tools, cutters or irons for heel or edge trimming or edge setting or of any of the machinery, machines, tools and products now made by him or by said Boston Shoe Tool Company, and that he will do no act directly or indirectly to aid, assist or encourage any competition with said Boston Shoe Tool Company or its business or any infringement of its trade marks, trade names or patents; and that he will do everything in his power to promote the interests of the United Shoe Machinery Company.

6. Said Bresnahan as an officer of said Boston Shoe Tool Company agrees to use his best efforts to purchase on terms and at prices approved by said United Company, the business of any persons, firms or corporations engaged in a like or similar business to that now carried on by said Boston Shoe Tool Company, and the patterns, special tools, parts of machines used by them in the manufacture of cutters, trimmers, and edge trimming and edge setting and heel trimming machines or tools, and the stock of such machines, cutters, trimmers or tools on hand, or in process of construction, together with the goodwill of such businesses and Letters Patent, trade marks and trade names employed by them in carrying on such businesses.

7. Said United Company upon the delivery to the grantee designated by it of a deed of said real estate as hereinbefore provided for, and upon the delivery to it of certificates for 4997 shares of the stock of said Boston Shoe Tool Company duly endorsed for transfer, and an agreement to cause to be delivered certificates for the other three shares of the capital stock of said Company, duly endorsed, when the same can be found; and upon the execution and delivery to it or to a vendee designated to it by said Bresnahan of a bill of sale of the machines, tools and other chattels referred to in paragraph 2 of this agreement; and upon the execution and delivery by said Bresnahan to it of an agreement containing the covenants and agreements on his part to be performed mentioned

in paragraphs 4, 5, and 6 of this instrument, agrees to issue and deliver or cause to be issued and delivered to said Bresnahan 1960.78 shares of the Preferred Capital Stock of said United Shoe Machinery Company, together with a bond or agreement of said United Company agreeing to pay to said Bresnahan, or his order, the sum of \$23,000. in instalments of \$2875. each, quarterly, as follows:—

On the first day of November 1899	\$2875.
On the first day of February 1900	2875.
On the first day of May 1900	2875.
On the first day of August 1900	2875.
On the first day of November 1900	2875.
On the first day of February 1901	2875.
On the first day of May 1901	2875.
On the first day of August 1901	2875.

In Witness Whereof said Bresnahan has set his hand and seal hereto and said United Shoe Machinery Company has caused its corporate seal to be affixed hereto and these presents to be signed by George W. Brown, its Treasurer, the day and year first above written.

[SEAL]

TIMOTHY A. BRESNAHAN [SEAL]

UNITED SHOE MACHINERY COMPANY

By Geo. W. Brown Treasurer.

Schedule A removed and affixed to agreement betw. Bresnahan and Boston Shoe Tool Co.

[Written in blue pencil on original]

SCHEDULE B.

Stock carried at No. 9 Newark Street, Leicester, England
c/o Thomas Turner.

3614 Cutters
317 Shank Cutters
359 Shields
70 Shank Shields
12 Doz. Emery Wheels, 3 inch
2 Trimmers complete

- 1 Trimmer, head with Pat. shaft
 - 2 Corthell Edge Setter
 - 11 J A B Edge Gauges
 - 24 Speed Indicators
 - 10 Welt Trimmers
 - 9 Feather Edgers
 - 4 Tack Pullers
 - 74 Union Irons
 - 4 Dodge Irons
 - 31 Emery Wheels 4 x 3/4
 - 2 Breasting Knives
 - 1 Spring Heel Machine
 - 1 Show Case
-

PLAINTIFF'S EXHIBIT 68.

[Put in Evidence, page 463.]

Indenture made this ninth day of October, 1899, by and between Edwin Theophilus Freeman, of Halifax, in the Province of Nova Scotia, Dominion of Canada, party of the first part, and United Shoe Machinery Company, a corporation organized and existing under the laws of the State of New Jersey and having an office and usual place of business in Boston, in the Commonwealth of Massachusetts, (hereinafter called the United Company) party of the second part,

Whereas: The said Freeman has invented certain improvements in nailing machines, designed for use in the manufacture of boots and shoes, but adapted also for leather work and for other uses, and has been and is now engaged in manufacturing machines embodying said improvements and in developing and perfecting improvements in shoe and leather working machinery, and has obtained the grant to him of certain Letters Patent,

And Whereas, the said United Company desires to purchase said Letters Patent, and the business established by said Freeman together with all machines, machinery and other property appurtenant to said business, and all improvements in or relating to shoe and leather working machinery which said Freeman now has, or

which he shall hereafter invent, and to secure the aid and co-operation of said Freeman in perfecting and developing improvements in said art.

Now this Indenture Witnesseth

First. In consideration of Five Hundred Dollars to him paid by the said United Company, the receipt of which is hereby acknowledged, and of the agreements of the United Company hereinafter contained, the said Freeman has sold, assigned and conveyed to said United Company, by his deed of even date herewith, to be recorded in the Patent Office of the United States, the entire interest in the following described Letters Patent of the United States, namely : —

Letters Patent, numbered 607,924, dated July 26th, 1898

Letters Patent, numbered 615,481, dated December 6th, 1898

Letters Patent, numbered 618,082, dated January 24th, 1899, and in and to an application for the grant of Letters Patent of the United States, filed by him September 30th, 1898, Serial No. 692,324.

Second. For the consideration aforesaid, the said Freeman has sold, transferred and conveyed, and does hereby sell, transfer and convey to said United Company all his boot and shoe and leather working machinery constructed or in process of construction, and parts of such machinery, all his machines, tools, jigs, patterns, models, situate in the premises occupied by him on Columbia Street, in said Boston, or wherever else situated, and, in particular, five completed nailing machines and one machine for making or forming wire for use in said machines, which are now in said premises on said Columbia Street, and does agree to deliver all said chattels to said United Company, at the factory of the McKay Shoe Machinery Company in Winchester, Massachusetts ;

And said Freeman has sold, transferred and conveyed to said United Company all Letters Patent and rights and interests in or under Letters Patent, both of the United States and of other countries, for improvements in or relating to boot and shoe and leather working machinery, machines, tools and appliances which he has, or is entitled to have, other than the Letters Patent above referred

to by number and date, the good will of his said business, and the exclusive right to the use of his name and of any and all trade marks or trade names to which he is entitled, in connection with such machinery.

And the said Freeman doth hereby covenant with the said United Company that he is the lawful owner of the chattels and interests hereby conveyed; that they are free from all incumbrances; that he has good right to sell the same as aforesaid; and that he will warrant and defend the same as against the lawful claims and demands of all persons.

Third. And for the consideration aforesaid, said Freeman agrees to convey to said United Company any and all improvements or inventions in or relating to boot and shoe or leather working machinery, machines, tools and appliances which he had made, but has not patented, or which he shall hereafter make; and agrees to promptly disclose and explain to the officers or counsel of said United Company all such inventions or improvements in such manner as to enable the said United Company to have applications prepared for the grant of Letters Patent therefor and to practice such inventions or improvements; and agrees from time to time hereafter and at all times, when said United Company shall request him so to do, to do all such acts and to execute and make oath to all such applications, specifications, assignments and other written instruments as shall, in the opinion of the counsel of said United Company be reasonable and proper or necessary to obtain the grant of Letters Patent, both for the United States and for other countries, for such inventions or improvements, and to vest the legal title to all such applications and patents in said United Company, or in such persons or corporations as it shall direct; the cost of all such applications, patents, assignments or other instruments to be borne by said United Company.

Fourth. And said Freeman for the consideration aforesaid doth further agree with said United Company and its successors and assigns that he will not hereafter engage in the manufacture of, or deal in, or directly or indirectly aid, assist or encourage anyone to engage in the manufacture of or to deal in boot and shoe or leather

working machinery, machines, tools or appliances in competition with said United Company, the corporations owned or controlled by it and its or their successors or assigns; and that he will not infringe or aid, assist or encourage anyone to infringe the trade marks, trade names or letters patent now owned or which shall hereafter be owned by said United Company or by corporations owned or controlled by it, and its or their successors and assigns, in connection with the business of manufacturing and dealing in boot and shoe and leather working machinery; and that he will use his influence to promote the interests of said United Company in the prosecution of such business and of the corporations owned or controlled by it, and its and their successors and assigns.

Fifth. And said Freeman further agrees to execute, acknowledge and deliver from time to time hereafter, (but at the expense of the United Company its successors or assigns) such other deeds, assignments, disclaimers, applications for reissues or extensions of letters patent, or other written instruments and to do such acts as, in the opinion of the counsel for said United Company are reasonable and proper or necessary to confirm to the United Company, its successors or assigns or any or all the chattels, rights and interests hereby conveyed or intended to be conveyed.

Sixth. The said United Company, in consideration of the premises agrees upon the delivery of the machines and other goods sold and conveyed by said Freeman in paragraph "Second" hereof at the factory of the McKay Shoe Machinery Company in Winchester and upon the delivery to it of assignments of the said Letters Patent of the United States, Nos. 607,924, 615,481 and 618,082, and said pending application, Serial No. 692,324 which convey the entire interest in and to said Letters Patent and said pending application, free and clear of all incumbrances or licenses, to pay to said Freeman the sum of ten thousand five hundred Dollars (\$10,500.00) in addition to the five hundred dollars paid by it mentioned in paragraph "First" hereof; and further agrees, that so long as the said Freeman faithfully performs his agreements contained in paragraphs "Third" and "Fourth" hereof, and is not in default in respect to the same or any thereof, it will,

(a) during the term of eight years from the date of this instrument, pay to said Freeman the sum of ten dollars for each nailing machine made and sold, leased or otherwise disposed of, in the United States of America by it, or by any persons, firms or corporations controlled by it, which embodies in its construction one or more of the inventions or improvements heretofore made or to be hereafter made by said Freeman, for which Letters Patent of the United States have been granted to said Freeman and assigned to said United Company as aforesaid, or for which Letters Patent of the United States shall hereafter be granted upon his application and assigned to the United Company, its nominee or successors or assigns, under the provisions of this instrument :

(b) And will keep or cause to be kept an accurate account of the number of such nailing machines made and sold, leased or otherwise disposed of in the United States of America by it, or by any persons, firms or corporations controlled by it, which shall be open at all reasonable times to the inspection of said Freeman or his authorized agent, or attorneys :

(c) And will in the months of April and October of each calendar year during said term render, or cause to be rendered to said Freeman a statement in writing showing the number of such nailing machines made and sold, leased or otherwise disposed of, in the United States of America by it, or by any persons, firms or corporations controlled by it, in the six calendar months preceding the month in which such statement is rendered, and will simultaneously with the rendering of any such statement, in April and October of each year, pay or remit to said Freeman, or cause to be paid or remitted to him the sum of ten dollars for each such nailing machine made and sold, leased or otherwise disposed of, as shown by such statement.

(d) And, in case the sum paid or to be paid to said Freeman under the terms of this paragraph "Sixth", in any year ending September 30th, is less than Five Hundred Dollars (\$500) will, in rendering the statement of account and in making the payment required hereby to be made in October of each such year, pay or cause to be paid to said Freeman such sum in addition to that

called for by the statement, as shall make the amount paid to him for that year the sum of Five Hundred Dollars, the said United Company hereby agreeing to pay to said Freeman the sum of, at least, Five Hundred Dollars per year, during the term of eight years from the date of this instrument, provided that said Freeman shall, in good faith, perform all his agreements in this instrument contained.

In Witness Whereof, the said Freeman has set his hand and seal hereto, and said United Company has caused its corporate seal to be hereto affixed and these presents to be signed by George W. Brown its Treasurer the day and year first above written.

Executed in Duplicate.

[CORPORATE SEAL]

EDWIN THEOPHILUS FREEMAN [SEAL]

UNITED SHOE MACHINERY CO.

Geo. W. Brown, Treas. [SEAL]

PLAINTIFF'S EXHIBIT 69.

[Put in Evidence, page 466.]

Agreement made this tenth day of October 1899 by and between George W. Freeman of Boston in the Commonwealth of Massachusetts, party of the first part, and United Shoe Machinery Company, a corporation organized and existing under the laws of the State of New Jersey, having an office and place of business in said Boston (hereinafter called the United Company) of the second part.

Whereas by an indenture of even date herewith, Edwin T. Freeman, the father of said George W. Freeman has sold and the said United Company has purchased the business, of manufacturing nailing machinery designed for use in boot and shoe or leather work heretofore carried on by said Edwin, and his machines, machinery, tools, Letters Patent and other property, rights and interests :

And Whereas, the said George W. Freeman is and has been associated with his father in said business and as a part of the consideration for said purchase the said United Company has agreed to take the said George W. Freeman into its employ ;

Now it is Agreed as follows :

1. The said George W. Freeman agrees with said United Company that he will, for one year from October 1st, 1899, render and give to said Company, or the corporations controlled by it, his exclusive time, services and skill, in such employment as shall be assigned to him by the General Manager of said United Company.

2. The said United Company agrees to employ said George W. Freeman for at least one year from October 1st, 1899, and during the said term to pay him at the end of every calendar month thereof, the sum of Sixty Six and 66/100 Dollars (\$66.66) the first of such payments to be made on the 31st day of October, 1899.

3. In consideration of said employment and of the said purchase from Edwin T. Freeman, the said George W. Freeman agrees with said United Company and its successors and assigns that he will not hereafter engage in the manufacture of, or deal in, or directly or indirectly aid, assist, or encourage anyone to engage in the manufacture of or to deal in boot and shoe and leather working machinery, machines, tools or appliances in competition with said United Company, the corporations owned or controlled by it, and its or their successors or assigns; and that he will not infringe, or aid, assist or encourage anyone to infringe the trade marks, trade names or letters patent, now owned, or which shall hereafter be owned by said United Company, or by the corporations owned or controlled by it, and its or their successors or assigns in connection with the business of manufacturing and dealing in boot and shoe and leather working machinery, and that he will use his best efforts and influence to promote the interests of said United Company, and of the corporations owned or controlled by it, in the prosecution of such business.

4. And said George W. Freeman, for the consideration above mentioned further agrees to convey to said United Company any and all improvements or inventions in or relating to boot and shoe or leather working machinery, machines, tools and appliances which he has made, but has not patented, or which he shall hereafter make; and agrees to promptly disclose and explain to the officers or counsel of said United Company all such inventions or improvements in such manner as to enable the said United Com-

pany to have applications prepared for the grant of Letters Patent therefor and to practice such inventions or improvements; and agrees from time to time hereafter and at all times, when said United Company shall request him so to do, to do all such acts and to execute and make oath to all such applications, specifications, assignments and other written instruments as shall, in the opinion of the counsel of said United Company be reasonable and proper or necessary to obtain the grant of Letters Patent, both for the United States and for other countries, for such inventions or improvements, and to vest the legal title to all such applications and patents in said United Company, or in such person or corporations as it shall direct; the cost of all such applications, patents, assignments or other instruments to be borne by said United Company.

In Witness Whereof, said George W. Freeman has set his hand and seal hereto, and said United Company has caused its corporate seal to be affixed hereto, and these presents to be signed by George W. Brown, its Treasurer, the day and year first above written.

Executed in Duplicate.

[SEAL]

GEO. W. FREEMAN

[SEAL]

UNITED SHOE MACHINERY CO.

Geo. W. Brown, Treas.

PLAINTIFF'S EXHIBIT 70.

[Put in Evidence, page 466.]

This Agreement, made this eleventh day of October, A. D. 1899, by and between Albert G. Brewer, of Hopkinton, in the Commonwealth of Massachusetts, party of the first part, and the United Shoe Machinery Company, a Corporation duly organized under the Laws of the State of New Jersey, and having a place of business at No. 111 Lincoln Street, in Boston, Massachusetts, hereinafter called the United Company, party of the second part,

Witnesseth, That whereas the said Brewer has made application for Letters Patent of the United States, Ser. No. 714,671, filed April 27th, 1899, for an improvement in Heel Breasting Machines; and

Whereas, the United Company is desirous of acquiring said application and the invention therein shown and described ;

Now, therefore, the said Brewer and the said United Company do mutually covenant and agree as follows :

The said Brewer shall concurrently with the execution of this instrument, execute and deliver to the United Company an assignment in proper form of said application and said invention. The United Company shall, upon the execution and delivery of said assignment, pay to the said Brewer the sum of Two Hundred and Fifty (\$250.00) Dollars.

The United Company further covenants and agrees that it will, until the expiration of the United States Letters Patent which may be granted on said application, pay to the said Brewer, or his legal representatives or assigns, the sum of Five Dollars (\$5.00), for each and every Heel Breasting Machine embodying any of the inventions described and claimed in the claims of the Letters Patent which may be granted on the said application, and put out by the United Company into any Shoe Factory.

The said Brewer hereby sells, assigns, and delivers to the United Company all machines already constructed by said Brewer, and embodying the said invention, in particular one machine now in the factory of Cloutman & Dunham, at said Hopkinton, together with all models, patterns, jigs, and special tools used in, or adapted for the manufacture of said machines.

The said Brewer also assigns to the United Company any and all inventions which he may hereafter make relating to machines for breasting heels "on the last"; and the said Brewer covenants and agrees that he will, and his legal representatives shall, fully disclose all such inventions to the United Company, its successors or assigns, and that he will, and they shall, sign any and all applications, or other papers, which may be necessary to enable the United Company, its successors or assigns, to obtain Letters Patent of the United States, or any other countries, for the said inventions.

The United Company hereby covenants and agrees to render an account to the said Brewer, or his legal representatives, once in

every six months, of all machines put out into shoe factories from the date of the last settlement to the end of the preceding calendar month, and embodying any of the inventions described and claimed in the claims of the Letters Patent which may be granted on said application, and agrees to pay to the said Brewer, at the same time, the amount then due to said Brewer under the terms of this agreement, as shown by said account.

In Witness Whereof the said Brewer has hereunto set his hand and seal, and the said United Shoe Machinery Company has caused this instrument to be signed, and its Corporate seal to be hereunto affixed by Edwd. P. Hurd, its Asst. Tres., thereunto duly authorized, in duplicate, the day and year first above written.

[SEAL]

ALBERT G. BREWER [SEAL]

UNITED SHOE MACHINERY CO.

By Edwd. P. Hurd, Asst. Tres.

PLAINTIFF'S EXHIBIT 71.

[Put in Evidence, page 467.]

This Indenture, made this twenty-fourth day of October, A. D. 1899, by and between James H. Reed and Alfred L. Barrett, both of Brookline, Henry M. Loomer, of Boston, Ward Perkins, of Saugus, and Ralph W. Burnham, of Ipswich, all in the Commonwealth of Massachusetts, co-partners doing business in said Boston under the firm name and style of Globe Shoe Tool Co., as manufacturers of edge cutters and irons for use in the manufacture of boots and shoes, shoe machinery and special parts of such machinery, parties hereto of the first part, and United Shoe Machinery Company, a corporation organized and existing under the laws of the State of New Jersey, of Paterson in said State, having an office and usual place of business in said Boston, party hereto of the second part, Witnesseth:

First. The said parties of the first part, in consideration of the sum of thirty thousand dollars (\$30,000) to them in hand paid this day, the receipt of which is hereby acknowledged, have sold, transferred, conveyed and delivered, and by these presents do sell,

transfer, convey and deliver to said party of the second part all the stock in trade, manufactured and in process of manufacture, raw or unworked material, machinery, machines, tools, jigs, patterns, models, drawings, blue prints, shafting, hangers, pulleys, benches, and furniture and all the goods, chattels and fixtures situate in the factory at No. 124 to 134 Pearl Street in said Boston, occupied by said Globe Shoe Tool Co., or wherever else situated, which belongs to said Globe Shoe Tool Co., including all goods and chattels in the hands of any other person or persons whether under lease, on trial or consignment or otherwise held which belong to said Globe Shoe Tool Co.

Also all letters patent or rights to obtain letters patent, or interests in or licenses under letters patent owned by said Globe Shoe Tool Co., or to which it is or may be entitled, and in particular the beneficial interest of said Globe Shoe Tool Co., in and under a certain indenture of license under Letters Patent of the United States of America numbered 625,068, granted May 16, 1899 to Charles A. Squire for an improvement in sole edge trimming machines, which indenture is dated June 14th, 1899, and was made by and between said Squire of the one part and said Globe Shoe Tool Co., of the other part, together with the right to use and exercise the said license in the name of said Globe Shoe Tool Co., the said party of the second part assuming and agreeing to pay all royalties accruing after the date of this instrument.

Also the exclusive right to use all trade marks and trade names employed by said Globe Shoe Tool Co., and the good will of the business heretofore carried on by said Globe Shoe Tool Co.

And said parties of the first part do also hereby assign, transfer, convey and set over the lease or leases under which said Globe Shoe Tool Company is entitled to occupy the premises now used by it as an office and factory at Nos. 124 to 132 Pearl St., in said Boston — the said party of the second part assuming and agreeing to pay all rent accruing for the said premises after the date of this instrument until the expiration of the existing lease or leases thereof :

Also all accounts, bills receivable, and choses in action of said

Globe Shoe Tool Co., and its books of account and records of every nature and description.

To Have and to Hold all and every the said goods, chattels, fixtures, choses in action and other rights and interests to the said party of the second part and its successors and assigns forever.

Second. And said parties of the first part do covenant with said party of the second part that all and every the premises hereby conveyed or intended to be conveyed are free from all incumbrances, that they have good right to sell and convey the same as aforesaid and that they will warrant and defend the same against the claims of all persons; and said parties of the first part hereby jointly and severally covenant and agree with said party of the second part to assume and pay any and all liabilities and undertakings of said Globe Shoe Tool Company existing at the date of this instrument, and to indemnify and hold harmless the said party of the second part against the same.

Third. And for the consideration aforesaid the said parties of the first part hereby jointly and severally covenant and agree with the party of the second part and its successors and assigns from time to time and at all times hereafter, to execute such deeds or other instruments and to do such acts as, in the opinion of the counsel of said party of the second part, shall be necessary or proper to confirm and vest in said party of the second part, its successors or assigns, a clear title to the premises hereby conveyed or intended to be and secure to it and them the beneficial interests hereby sold.

Fourth. Said party of the second part further agrees to assume and pay the rent of the premises now occupied by said Globe Shoe Tool Company at Nos. 124 to 132 Pearl St. in said Boston until the expiration of the existing lease or leases under which said Globe Shoe Tool Co. is tenant, and also agrees to assume and pay royalties to said Squire, under the terms of said license granted by him as aforesaid for such trimming sleeves as it shall sell after the date of this instrument and while said license shall remain in force.

Fifth. Said party of the second part further covenants and agrees

to use reasonable diligence in collecting the accounts, bills receivable, and choses in action outstanding at the date of this instrument and hereby conveyed, and to pay over to said Reed for the benefit of said parties of the first part the proceeds thereof from time to time, as the same shall be collected, after deducting any and all legal expenses which it shall incur in the collection of the same, but otherwise without deduction.

In Witness Whereof the said parties of the first part have set their hands and affixed their seals hereto, and said party of the second part has caused these presents to be sealed with its corporate seal and to be signed in its name by George W. Brown, its Treasurer, the day and year first above written.

Executed in Duplicate.

JAMES H. REED [SEAL]

ALFRED L. BARRETT [SEAL]

HENRY M. LOOMER [SEAL]

WARD PERKINS [SEAL]

RALPH W. BURNHAM [SEAL]

[SEAL]

UNITED SHOE MACHINERY COMPANY

Geo. W. Brown, Treasurer.

PLAINTIFF'S EXHIBIT 72.

[Put in Evidence, page 468]

Indenture made this twenty-fourth day of October A. D. 1899 by and between Henry M. Loomer of Boston, in the Commonwealth of Massachusetts, as party of the first part, and United Shoe Machinery Company, a corporation organized and existing under the laws of the State of New Jersey, having an office and usual place of business in Boston, in said Commonwealth (hereinafter called the United Company) as party of the second part.

Whereas, the said United Company, by an indenture of even date herewith, has purchased the business of manufacturing edge cutters and irons for use in the manufacture of boots and shoes, shoe machinery and special parts of such machinery, including (heel trimming machines and cutters and) fore part trimming ma-

chines and cutters, established and carried on by the Globe Shoe Tool Company, a co-partnership, of which said Loomer is a member, and has purchased the goodwill of said business ;

And whereas, it was agreed as an inducement to the United Company to take over said business and to purchase the property and assets of said partnership, that said Loomer should make and enter into an agreement of the tenor following, and that said United Company should take the said Loomer into its employ ;

Now this Indenture Witnesseth : —

First. Said Loomer agrees with said United Company that he will for one year from the date hereof render and give to said United Company, or to the firms and corporations controlled by it, his exclusive time, services and skill in such employment as shall be assigned to him by the General Manager of said United Company.

Second. Said United Company agrees to employ said Loomer for at least one year from the date hereof, and during said term to pay him at the end of every calendar week thereof the sum of Twenty-five Dollars (\$25.00), the first of said payments to be made on the thirty-first day of October 1899.

Third. In consideration of said employment and of the purchase from said Globe Shoe Tool Company by said United Company said Loomer agrees with said United Company, and its successors and assigns, that he will not hereafter engage in the manufacture of or deal in or directly or indirectly aid, assist or encourage anyone to engage in the manufacture of or to deal in boot and shoe or leather working machinery, machines, tools and appliances in competition with said United Company, and the firms or corporations owned or controlled by it, and its or their successors or assigns ; and that he will not infringe or aid, assist or encourage anyone to infringe the trade marks, trade names or Letters Patent now owned, or which shall hereafter be owned by said United Company or by the firms or corporations owned or controlled by it and its or their successors or assigns, in connection with the business of manufacturing, selling or leasing any boot and shoe or leather working machinery, and that he will use his best efforts and influence to promote the

interests of said United Company, and of the firms or corporations owned or controlled by it, in the prosecution of said business.

Fourth. And said Loomer for the consideration above mentioned further agrees to convey to said United Company any and all improvements or inventions in or relating to boot and shoe or leather working machinery, machines, tools and appliances, which he has made, but has not patented, or which he shall hereafter make; and agrees to promptly disclose and explain to the officers or counsel of said United Company all said inventions or improvements in such manner as to enable said United Company to have applications prepared for the grant of Letters Patent therefor, and to practice such inventions and improvements; and agrees from time to time hereafter, and at all times, when said United Company shall request him so to do, to do all such acts and to execute and make oath to all such applications, specifications, assignments and other written instruments, as shall in the opinion of the counsel for said United Company be reasonable and proper or necessary to obtain a grant of letters patent both for the United States and for other countries for such inventions and improvements, and to vest the legal title for all such applications and patents in said United Company, or in such persons or corporations as it shall direct, the cost of all such applications, assignments and other written instruments to be borne by said United Company.

In witness whereof said Henry M. Loomer has set his hand and seal hereto and said United Company has caused its corporate seal to be hereto affixed and these presents to be signed by George W. Brown, its Treasurer, the day and year first above written.

Executed in Duplicate.

[SEAL]

HENRY M. LOOMER

[SEAL]

UNITED SHOE MACHINERY COMPANY,

By Geo. W. Brown, Treasurer.

PLAINTIFF'S EXHIBIT 73.

[Put in Evidence, page 468.]

Indenture made this twenty-fourth day of October A. D. 1899, by and between Ward Perkins of Saugus, in the Commonwealth of Massachusetts, as party of the first part, and United Shoe Machinery Company, a corporation organized and existing under the laws of the State of New Jersey, having an office and usual place of business in Boston, in said Commonwealth (hereinafter called the "United Company") as party of the second part,

Whereas, the said United Company by an indenture of even date herewith has purchased the business of manufacturing edge cutters and irons for use in the manufacture of boots and shoes, shoe machinery and special parts of such machinery, including heel trimming machines and cutters and fore part trimming machines and cutters, established and carried on by the Globe Shoe Tool Company, a co-partnership of which said Perkins is a member, and has purchased the good-will of said business,

And whereas, it was agreed as an inducement to the United Company to take over the said business and to purchase the property and assets of said partnership, that said Perkins should make and enter into an agreement of the tenor following, and that said United Company should take the said Perkins into its employ;

Now this Indenture Witnesseth:—

First. Said Perkins agrees with said United Company that he will for one year from the date hereof render and give to said United Company, or to the firms and corporations controlled by it, his exclusive time, services and skill in such employment as shall be assigned to him by the General Manager of said United Company.

Second. Said United Company agrees to employ said Perkins for at least one year from the date hereof, and during said term to pay him at the end of every calendar week thereof the sum of Twenty Dollars (\$20.00) the first of said payments to be made on the thirty first day of October 1899.

Third. In consideration of said employment and of the purchase

from said Globe Shoe Tool Company by said United Company said Perkins agrees with said United Company and its successors and assigns that he will not hereafter engage in the manufacture of or deal in or directly or indirectly aid, assist or encourage anyone to engage in the manufacture of or to deal in boot and shoe or leather working machinery, machines, tools and appliances in competition with said United Company, and the firms or corporations owned or controlled by it, and its or their successors or assigns; and that he will not infringe or aid, assist or encourage anyone to infringe the trade marks, trade names or Letters Patent now owned, or which shall hereafter be owned by said United Company or by the firms or corporations owned or controlled by it and its or their successors or assigns, in connection with the business of manufacturing, selling or leasing any boot and shoe or leather working machinery, and that he will use his best efforts and influence to promote the interests of said United Company and of the firms or corporations owned or controlled by it, in the prosecution of said business.

Fourth. And said Perkins, for the consideration above mentioned, further agrees to convey to said United Company any and all improvements or inventions in or relating to boot and shoe or leather working machinery, machines, tools and appliances, which he has made, but has not patented, or which he shall hereafter make; and agrees to promptly disclose and explain to the officers or counsel of said United Company all said inventions or improvements in such manner as to enable said United Company to have applications prepared for the grant of Letters Patent therefor, and to practice such inventions or improvements; and agrees from time to time hereafter and at all times when said United Company shall request him so to do, to do all such acts and to execute and make oath to all such applications, specifications, assignments and other written instruments as shall in the opinion of the counsel for said United Company be reasonable and proper or necessary to obtain a grant of letters patent both for the United States and for other countries for such inventions and improvements, and to vest the legal title for all such applications and patents in said United Company, or in such persons or corporations as it shall direct, the cost

of all such applications, assignments, and other written instruments to be borne by said United Company.

In witness whereof said Ward Perkins has set his hand and seal hereto and said United Company has caused its corporate seal to be hereto affixed and these presents to be signed by George W. Brown, its Treasurer, the day and year first above written.

Executed in Duplicate.

[SEAL]

WARD PERKINS

[SEAL]

UNITED SHOE MACHINERY COMPANY

By Geo. W. Brown, Treasurer.

PLAINTIFF'S EXHIBIT 74.

[Put in Evidence, page 469.]

This Agreement made this second day of November eighteen hundred and ninety-nine, between the United Shoe Machinery Company, a corporation organized under the laws of the State of New Jersey (hereinafter called the United Company) party of the first part and the John Ritchie Company, a corporation having its principal place of business at Quebec, Province of Quebec, Dominion of Canada; and John Ritchie, of Quebec, parties of the second part; Witnesseth:

That in consideration of One Dollar and other good and valuable considerations by each of the parties hereto, to the other in hand paid, the receipt whereof the several parties hereto severally acknowledge, the said parties do hereby jointly and severally covenant and agree with each other as follows, viz.:

1. The parties of the second part jointly and severally hereby assign, transfer, and deliver the entire right, title and interest, possession, and control, except as hereinafter provided for, in all the standard screw machines, slugging machines, tacking machines, and machines, mechanism, and appliances for inserting, or for manufacturing metallic fastenings, including standard screw wire, slugger wire, and tacker wire, which are owned, or controlled, by the parties of the second part, or either of them, or which heretofore have been used by the said John Ritchie, or the said Ritchie

Company, in the manufacture of the standard screws, slugging, or tacking wire heretofore used in the manufacture of boots or shoes in the factory of the said John Ritchie Company, and which are still under the control of the said John Ritchie Company.

The parties of the second part also jointly and severally agree that the said John Ritchie Company shall duly execute and deliver to the United Company the regular shoe machinery lease, or license, which shall be adopted by the United Company for its Canadian licenses, or by such subsidiary Company as the United Company may utilize for carrying on its Canadian business, said lease or license to embrace the machines assigned by this instrument to the United Company, and other machines of the United Company that may be adopted by the John Ritchie Company, and the said parties of the second part jointly and severally covenant and agree that the said John Ritchie Company shall observe and perform all the conditions and agreements to be contained in the said lease and license, in so far as the same are not inconsistent with any of the conditions of the present instrument.

The said parties of the second part further severally and jointly covenant and agree that they or either of them will not at any time hereafter manufacture, or sell, or become directly or indirectly, interested in any wire fastening shoe machinery, or machines for making the same, or parts thereof, or any standard screw wire, slugger wire, tacker wire, or any other metallic fastening, or other fastening materials now or hereafter manufactured or dealt in by the said United Company, or any of its subsidiary companies (a majority of the stock of which is directly or indirectly owned or controlled by the United Company) and the said parties of the second part further agree that they will jointly and severally do all in their power to promote the success and prosperity of the business of the United Company, and its subsidiary companies, and will not in any way compete with said Company, or its subsidiary companies, in any wire fastening or wire making machinery, and where the parties of the second part see that it will be to their advantage, they agree to adopt the other machines controlled by the United Company, on the same terms and conditions as other

manufacturers; and the parties of the second part agree to afford the United Company every facility for demonstrating the advantages of any of its machines, in the factory of the John Ritchie Company, provided always that the John Ritchie Company is not put to any expense in such demonstration of new machinery; but nothing in this agreement, or in any lease or license to be signed by the parties of the second part can be construed into binding them to take such machine, or machines from the United Company, unless it is demonstrated as aforesaid that said machines will do the work for which they are designed cheaper, and better than the machines of others, and that the John Ritchie Company requires in its business machines to do the class of work for which these machines are designed.

The said John Ritchie Company shall have the right to use the Standard Screw Machines, slugging machines, and tacking machines, hereby assigned to the United Company upon the terms hereinafter set forth.

2. The United Company agrees, provided the said John Ritchie, and the John Ritchie Company, continue to observe and perform all the covenants and conditions of this agreement, and so long as the John Ritchie Company continues to observe and perform all the conditions and agreements (in so far as the same are not inconsistent with the terms and conditions of this agreement as aforesaid) to be contained in the lease, or license, of the United Company, or its local Canadian Company, which is to be hereafter presented to the John Ritchie Company for execution, in accordance with the terms hereof, that it, the said United Company will permit the John Ritchie Company to continue to use the Standard Screw Machines, sluggers, and tackers, which are hereby assigned to the United Company until the said lease or license is presented to the said John Ritchie Company, and for such time thereafter as the John Ritchie Company continues to observe and perform all the conditions and agreements (not actually inconsistent herewith) contained in the said lease or license.

The United Company further agrees to sell, and deliver, to the John Ritchie Company at the actual cost manufacture, to the United

Company or any subsidiary Company controlled by them such quantities of its standard screw, slugging, and tacking wire as the John Ritchie Company may need for use in its own factory, it being understood and agreed, that the John Ritchie Company is to pay all the expenses incurred by the United Company in the production of said wire, including especially all freight, express, or other carriage, and also all Canadian duties on said wires which may be paid by the United Company; and the John Ritchie Company agrees to pay the United Company for said wire in cash, at such place as the United Company may designate, on the fifteenth day of the calendar month next ensuing after the calendar month during which the said wires were delivered; but should the United Company, or any of its subsidiary companies manufacture wire in Canada, at any future time, it is hereby agreed that they will deliver all, or any, of said wires from the Canadian factories at actual cost, free of any Canadian duties, except the duties on the crude material.

3. The said United Company further agrees that during the continuance of this agreement, provided the said John Ritchie, and the John Ritchie Company, observe and perform each and every condition and agreement, on their several parts to be observed and performed, and herein contained and contained in said lease, or license, to be hereafter executed in so far as said lease or license does not conflict with the terms of this agreement, that it, the said United Company, will pay the said John Ritchie Company the sum of seven hundred and fifty dollars (\$750) per annum, the first payment of the said seven hundred and fifty dollars to be made on the first day of January nineteen hundred; but, should the said United Company desire to discontinue the annual payments of seven hundred and fifty dollars, it shall be at its option to pay to the said John Ritchie Company fifteen thousand dollars (\$15,000) within three months after any annual payment has been made, or it may make such other arrangements as may be mutually agreed upon between the parties to this agreement.

4. The United Company further agrees to loan to the John Ritchie Company, during such period as the said John Ritchie

Company shall wish to use the same in the manufacture of boots and shoes, such standard screw, slugging and tacking machines of the best type now manufactured by the United Company, or by the McKay Metallic Fastening Association (which is an association controlled by the United Shoe Machinery Company), or by any other company controlled by the United Shoe Machinery Company, as the John Ritchie Company shall require to replace the machines at present in use in their factory for the manufacture of its boots and shoes, and the United Company agrees to loan such machines to the said John Ritchie Company for use as aforesaid free of all charge, and to supply wire to be used in the same on the terms specified in paragraph two of this agreement, but otherwise such machines are to be loaned to said John Ritchie Company subject to the terms and conditions contained in the regular lease and loan agreements then in use by the United Company, or by any other association or company controlled by the United Company which owns the machines so loaned; but it is agreed, nevertheless, that the United Company shall only be bound hereby to supply tacking machines for the purposes for which tacking machines are now being used in the factory of John Ritchie Company, and not for sole laying or fastening soles.

In case the John Ritchie Company desires to tack or lay or fasten soles, then it agrees to take additional machines therefor under the regular lease or license of the United Company, paying for the tacker wire used therein upon the regular terms and prices given to other licensees of the United Company in the Dominion of Canada.

5. It is agreed that the John Ritchie Company shall be permitted by the United Company to retain and use the wire screwing machine now in its possession until such time as they shall have finished the stock of wire which the John Ritchie Company has on hand at the date of this instrument; and further the John Ritchie Company is permitted to sell screw wire of its own make until such time as it shall be notified in writing by the United Company to discontinue doing so.

6. It is further agreed between the parties hereto that this agree-

ment shall prevail wherever there is any actual inconsistency between the terms thereof and the lease or license, which is to be hereafter adopted by the United Company and signed by the John Ritchie Company.

7. This agreement shall continue in force so long as the John Ritchie Company Limited shall exist as a corporation, and shall continue to manufacture boots and shoes.

In Witness Whereof the said United Shoe Machinery Company and the said John Ritchie Company have caused their respective corporate names and seals to be hereto affixed, and the said John Ritchie has hereunto set his name and seal on the day and year first above written.

[SEAL]

UNITED SHOE MACHINERY COMPANY

By Geo. W. Brown, Treas.

[SEAL]

JOHN RITCHIE COMPANY

By John Ritchie, Pres.

A. R. Drysdale, Secy.

[SEAL]

JOHN RITCHIE

At a special meeting of the Executive Committee of the Directors of the United Shoe Machinery Company duly called and held at the office of the Company, No. 111 Lincoln Street, Boston, Mass. on the second day of November, 1899, the foregoing agreement between United Shoe Machinery Company of the first part and the John Ritchie Company and John Ritchie, parties of the second part, was submitted to the Committee and it was thereupon unanimously

Voted: That George W. Brown, the Treasurer of this Company, be and he is hereby authorized and directed to sign said agreement in duplicate in the name of this Company and to affix its corporate seal thereto.

A true copy from the records of the Executive Committee of the Directors of United Shoe Machinery Company.

Attest: Louis H. Baker, Secretary.

[CORPORATE SEAL]

At a meeting of the Directors of the John Ritchie Company, Limited, held at the office of the Company No. 183 St. Helene St. St. Rochs, Quebec, on the seventh day of November 1899, the foregoing agreement between the United Shoe Machinery Company, of the first part, and the John Ritchie Company, Limited, and John Ritchie, parties of the second part, was laid before the Directors, and it was unanimously resolved,

"That John Ritchie, President, and Alexander Ritchie Drysdale, Secretary, of this Company are hereby authorized and instructed to sign the said agreement in duplicate in the name of this Company and to affix its corporate seal thereto."

A true copy from the minutes of Directors meetings of the John Ritchie Company Limited.

A. R. Drysdale Secretary.

PLAINTIFF'S EXHIBIT 75.

[Put in Evidence, page 469.]

This Agreement made this 13th day of January, 1900, between Edward B. Seaver, of Boston in the State of Massachusetts, and Louis H. Baker, of said Boston.

Whereas the said Seaver is the owner of thirty-one thousand, seven hundred and forty-one (31,741) shares of the capital stock of the Seaver Process Lasting Company a corporation organized under the laws of Maine, hereinafter called the Seaver Company; and,

Whereas the said Seaver Company is indebted to the said Seaver in the sum of thirty thousand, one hundred and twenty-five dollars and fifty-three cents (\$30,125.53) for cash advanced to the Company, and interest thereon, and the sum of nine thousand, one hundred and fifty dollars (\$9,150.) for services; and,

Whereas, the said Seaver Company is insolvent and is unable to continue its business or to pay its debts; and,

Whereas the said Baker is willing to purchase all the assets of the corporation upon the terms and conditions hereinafter set forth;

Now Therefore, in consideration of the mutual covenants herein

contained, and the sum of one dollar by each of the parties hereto to the other paid, the receipt of which the said parties respectively acknowledge, the said parties hereby Covenant and Agree with each other as follows:—

(1) The said Seaver hereby sells and assigns to the said Baker all his claims and demands against the Seaver Company of every sort and kind, including the said indebtedness of the Seaver Company to him for \$39,275.53, together with every other claim he may have against the Seaver Company, and appoints the said Baker his true and lawful attorney in the name of the said Baker, or of him, the said Seaver, to do all acts and to bring all actions either at law or in equity which may be necessary or desirable to secure the payment of the said claim, and for the said purpose to appoint a substitute or substitutes, and at pleasure to revoke such appointment.

The said Seaver hereby warrants that the said indebtedness of \$39,275.53, hereby assigned, is a good and valid liquidated debt for \$39,275.53 due from the Seaver Company for cash loaned to and services rendered that Company by the said Seaver and the said Seaver warrants that he has good right to assign the same to the said Baker. And the said Seaver further warrants that the Seaver Company has no debts except the said debt of \$39,275.53, hereby assigned, and no other liability, direct or contingent, of any sort whatever; and he covenants and agrees with the said Baker that he will assume and pay any valid claims and demands, should any be found to exist besides the said debt of \$39,275.53, and that he will forever hold harmless and keep indemnified the said Baker and his executors, administrators, and assigns from any loss or damage, direct or indirect, arising from any such claims or demands, including counsel fees incurred in defending or resisting any such claims and demands if such claims are sustained.

And the said Seaver further warrants that the said company is the owner of the following property, viz:—

Good accounts to the value of	. . . .	\$843.50
Furniture, estimated value,	. . . .	40.00

Tools and Machinery, estimated value,	3,000.00
Amount due from the Seaver Process Lasting Syndicate, Limited,	300.00

Besides eighty-eight (88) lasting machines in the hands of lessees of the Company, the title to which machines belongs to the Seaver Company, and two (2) sewing machines in the hands of lessees, and also fifty (50) completed lasting machines in the factory of the Seaver Company, except that of this number twenty-five (25) are not assembled; and duplicate parts, needles, drawings, patterns, and other equipment stock and materials in the factory at 40 Stanhope Street, Boston, where the machines of the Seaver Company are made, and also the entire right, title, and interest to the following Letters Patent of the United States:—

484,958	October 25, 1892.	Charles S. Gooding and Thomas K. Keith.
467,743	January 26, 1892.	Augustus Seaver.
488,523	December 20, 1892.	Thomas K. Keith
487,023	November 29, 1892.	Augustus Seaver
489,945	January 17, 1893.	Charles S. Gooding
537,767	April 16, 1895.	William S. Hamm
559,311	April 28, 1896.	Augustus Seaver
559,617	May 5th, 1896.	Augustus Seaver
559,618	May 5th, 1896.	Augustus Seaver
564,015	July 14, 1896.	William S. Hamm
570,252	October 27, 1896.	William S. Hamm
596,308	December 28, 1897.	Augustus Seaver
590,639	September 28, 1897.	Fred P. Bullard and William S. Hamm
583,674	June 1st, 1897.	Arthur W. Eaton and William S. Hamm
596,325	December 28, 1897.	William S. Hamm
596,323	December 28, 1897.	Arthur W. Eaton
635,129	October 17, 1899.	Arthur W. Eaton
635,124	October 17, 1899.	Fred P. Bullard

Also Letters Patent of Great Britain No. 1559, dated January 26, 1892.

Also Letters Patent of Switzerland No. 4460, dated February 2, 1892.

And the said Seaver agrees that until the assets, business, and good-will of the Seaver Company have been sold at public auction, or to the said Baker, as hereinafter provided for, the assets of the Company shall not be decreased in any way, and that no lasting machines shall be sold or leased, and that no liabilities shall be incurred; and, further, that the present assets of the Seaver Company are not less than said assets were on the 23rd day of December, 1899.

(2) The said Seaver also hereby sells, assigns, and transfers to the said Baker all shares of the capital stock of the said Seaver Company belonging to the said Seaver, and warrants that the shares in the capital stock of the said Company owned by him and hereby sold and transferred, are not less than thirty-one thousand, seven hundred and forty-one (31,741) shares out of a total capital stock of the Company of not more than sixty thousand (60,000) shares, of which 60,000 shares twelve thousand, two hundred and sixty-three (12,263) shares are in the Treasury of the Company free from any claim and available for the future purposes of the Company.

(3) It is agreed that the said stock shall continue to stand in the name of the said Seaver until the said Baker shall request the said Seaver Company or the said Seaver to transfer the same to him or his assignee, and the said Seaver agrees that the treasury stock shall not be disposed of or encumbered in any way without the consent in writing of the said Baker.

(4) The said Seaver also sells, assigns, and transfers unto the said Baker all shares in the Lasted Toe Cap Company, a corporation duly organized in accordance with the laws of the State of Maine, owned or controlled by him or in which he has any interest, either alone or jointly with others, and he warrants that he is the owner of the same, and that he does hereby transfer to the said Baker a majority of the issued capital stock of the Lasted Toe Cap Company, not including, however, a majority of or any of the treasury stock hereinafter referred to. And it is agreed that the

said stock shall continue to stand in the name of the said Seaver until the said Baker shall request the said Seaver or the Lasted Toe Cap Company to transfer the same to him; and the said Seaver agrees that any reissued stock or the treasury stock shall not be issued or disposed of or encumbered by the said Lasted Toe Cap Company except with the consent of the said Baker, and that no patents shall be sold or licenses granted or agreements entered into by the Lasted Toe Cap Company except with the consent of the said Baker; and the said Seaver covenants and agrees that he will at any time within twenty days of a request by the said Baker cause to be elected such officers for the Lasted Toe Cap Company, in place of the present officers, as the said Baker shall request; and he covenants that the present officers will resign or peaceably surrender their offices and the custody of all the property of the Company to such new officers.

(5) The said Seaver for the consideration aforesaid, hereby surrenders and cancels all his claims against the Lasted Toe Cap Company, including especially a claim for fourteen thousand (14,000) dollars which he has against the last said Company, and all other claims and demands of every kind which he has against the Lasted Toe Cap Company; and he warrants that the Lasted Toe Cap Company is free from any debt or liability of any sort to any other person, and agrees that whenever requested he will execute and deliver to the Lasted Toe Cap Company a valid release of every claim on the part of the said Seaver against the Lasted Toe Cap Company.

And the said Seaver also agrees to assign or cause to be assigned to the Lasted Toe Cap Company, without other consideration than herein expressed, the following applications for Letters Patent:—

Great Britain—Communication from Augustus Seaver, case filed October 17, 1899. No. 20,787. Application in the name of Henry Harris Lake,

Germany, filed October 17, 1899, in name of Augustus Seaver:—
Both for Machine for Stretching Uppers.

(6) The said Seaver further assigns and transfers to the said Baker his one share in Class A of the Seaver Process Lasting Syn-

dicate, Limited, a corporation duly organized in accordance with the Companies Acts of Great Britain, and all the shares in the Seaver Process Lasting Syndicate, Limited, owned or controlled by him, or in which has any interest.

(7) The said Seaver appoints the said Baker his true and lawful attorney in his name or in the name of the said Seaver to do all acts and bring all actions at law or in equity which may be necessary to secure to himself the full benefit of all the property and rights hereby conveyed and intended so to be, and for such purposes to appoint a substitute or substitutes, and at pleasure to revoke such appointment.

(8) Said Seaver covenants and agrees to call a meeting of the shareholders of the said Seaver Company within ten (10) days from the date hereof, and to explain to the shareholders the situation of the Seaver Company, and to give the shareholders the option of voting to sell the assets, business, and good-will of the Seaver Company at public auction, subject to a covenant on the part of the bidder to pay all the debts of the Seaver Company before receiving a conveyance, or at private sale to the said Baker for a covenant on the part of the said Baker to pay the debts of the Seaver Company to an amount not exceeding thirty-eight thousand (38,000) dollars; and in case the said Baker shall purchase at said auction or at such private sale, will cause to be executed proper transfers to convey all the said property to the said Baker or such persons as he shall direct; but in case at any such public auction some other person than the said Baker or his agents shall bid a greater sum than the debts of the corporation, then the said Seaver shall see that before any conveyance is made to the said purchaser, the said bidder shall pay to the said Baker the entire debt and claims due to the said Seaver and hereby assigned to the said Baker, and from the sum so received the said Baker shall pay to the said Seaver the sum of thirty-eight thousand (38,000) dollars and shall retain for himself one thousand, two hundred and seventy-five dollars and fifty-three cents (\$1,275.53) and the proportion of the remainder of the purchase price above thirty-nine thousand two hundred and seventy-five dollars and fifty-three cents

(\$39,275.53) to which the said Baker is entitled, by reason of the stock in the Seaver Company hereby conveyed to him. But it is understood and agreed that the said Seaver will vote in favor of a transfer to the said Baker of the property of the corporation at private sale, unless the said Baker shall be convinced that it is the desire of a number of the stockholders, holding a substantial minority of the stock, to sell the property of the Company at public auction.

(9) The said Seaver further covenants and agrees that within seven (7) days of any request on the part of the said Baker, he will cause the resignations of all the officers of the Seaver Company to be tendered to and accepted by the Seaver Company, and will cause the election of such persons for the officers of the Company as the said Baker shall in writing request of the said Seaver.

(10). Provided the said Seaver observes and performs all the agreements and undertakings on his part hereinbefore contained, and provided the said Baker, his representatives and assigns, secure and enjoy the property, assets, and good-will of the said Seaver Company herein referred to, the said Baker covenants and agrees that the United Shoe Machinery Company, a corporation organized under the laws of the State of New Jersey, (hereinafter called the United Company) shall pay to the said Seaver, or his legal representatives and assigns, on the twenty-fifth day of each calendar month, beginning with the twenty-fifth day of March, 1900, a sum of money which shall be equal to half the amount of money received during the preceding calendar month, by the United Company, as royalty for the use of its lasting machines, of whatever kind, from the George E. Keith Company, a corporation organized under the laws of Massachusetts; and from the Charles A. Eaton Company, a corporation organized under the laws of said State; and the Preston B. Keith Shoe Company, a corporation organized under the laws of said State; these payments to continue until the said Seaver shall have received the sum of thirty-eight thousand dollars (\$38,000) without interest. And in case the said monthly payments shall cease before the said \$38,000 has been paid in full, because of the discontinuance of the use of the

lasting machines leased by the said shoe manufacturers from the United Company, then the United Shoe Machinery Company shall continue to make monthly payments to the said Seaver at such rate as shall equal the average monthly payment paid to the said Seaver in accordance with the terms hereof during the six months proceeding the cessation of such payments until the said Seaver shall have received the said sum of \$38,000.

In case the property of the said Seaver Company shall be sold at public auction to some other person than the said Baker, and the said bidder shall pay to the said Baker the claims of the said Seaver against the Seaver Company, hereby assigned to the said Baker, then, from the sums thus received by the said Baker, the said Baker shall pay \$38,000 to the said Seaver, retaining the remainder to his own use.

And the said Seaver, for the consideration aforesaid, covenants and agrees that he will, upon request, do all further acts and execute all further instruments which the said Baker or his representatives and assigns shall deem necessary or desirable to secure to him or them the full benefit and enjoyment of all the property and rights hereby conveyed or intended to be conveyed.

In Witness Whereof, the said Edward B. Seaver and the said Louis H. Baker have hereto respectively set their names and seals on the day and year first above written.

EDWARD B. SEAVER [SEAL]

LOUIS H. BAKER [SEAL]

In consideration of one dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, the United Shoe Machinery Company hereby guarantees the faithful and due performance by the said Baker of all the promises on his part set forth in the above agreement dated the 13th day of January, 1900.

In Witness Whereof, the United Shoe Machinery Company has caused its corporate name and seal to be hereto affixed by Edwd. P. Hurd its Asst. Tres. on the day and year first above written.

[SEAL]

UNITED SHOE MACHINERY CO.

by Edwd. P. Hurd, Asst Tres.

PLAINTIFF'S EXHIBIT 76.

[Put in Evidence, page 469.]

An Agreement made at Boston, Massachusetts, this fifteenth day of February, 1900, between the United Shoe Machinery Company, a corporation duly organized under the laws of the State of New Jersey, having a place of business at 111 Lincoln Street, in said Boston, party of the first part; and Frank N. Stackpole of said Boston, George D. Pike of Brookline, Massachusetts, Joseph H. Ordway of said Brookline, and John R. Stuart, Junior of Roxbury, Massachusetts, parties of the second part; and Sidney W. Winslow of Beverly, Massachusetts, and also George W. Brown, Edward P. Hurd, and James J. Storrow of said Boston, parties of the third part;

Whereas, the parties of the second part are engaged in the business of manufacturing and selling blacking, cement, stains, and other products chiefly intended for polishing, staining, cementing, filling or otherwise dressing or preparing leather, boots, shoes, and other articles made in whole or in substantial part of leather, and carry on said business as partners under the firm name of the Boston Blacking Company, having a place of business at 96 Beverly Street, in said Boston; and

Whereas, the party of the first part has agreed to purchase one half interest in said business, or substantially one-half thereof, for eleven thousand, two hundred (11,200) shares of the preferred stock of the said United Shoe Machinery Company of the par value of twenty-five (25) dollars each; and

Whereas, as an incident to the purchase of a one-half interest in said business it has been agreed by the several parties hereto that a corporation shall be formed under the laws of the State of Maine, to be called the Boston Blacking Company, for the purpose of taking over the said business;

Now Therefore this Agreement Witnesseth;

That in consideration of one dollar and other good and valuable consideration by each of the above-mentioned parties to the other in hand paid, the receipt whereof each of the parties hereto hereby

acknowledges, the said parties do hereby covenant and agree each with the other as follows, viz: —

One. There shall be formed forthwith by Franklin C. Payson of Portland, Maine, under the laws of the state of Maine, a corporation having a capital stock of Six Hundred Thousand (600,000) Dollars, divided into six thousand (6,000) shares of the par value of One Hundred (100) Dollars each, and having Articles of Agreement and Bylaws in the form set forth hitherto agreed to and now in the hands of Franklin C. Payson of Portland, Maine.

The name of said new corporation shall be the "Boston Blacking Company", and the Board of Directors at the time of its organization shall be the said Stackpole, Pike, Ordway, Stuart, Winslow, Brown, Hurd and Storrow. And at the time of the organization of the said corporation the said Stackpole, Pike, Ordway and Stuart shall each subscribe and pay for two (2) shares of the capital stock in cash and the said Brown, Hurd, Winslow and Storrow shall each subscribe and pay for one (1) share in cash.

Two. As soon as the said corporation shall have been organized the parties of the second part agree to duly execute and deliver to the said new corporation instruments which shall properly assign and convey to the said new corporation the entire right, title and interest in all the partnership, property and partnership assets of every kind of the parties of the second part, including especially all property whatever whether real or personal which is being utilized in conducting the said business carried on under the name of the Boston Blacking Company and including especially the following instruments, viz: — (1) Bill of Sale; (2) Deed of Real Estate; (3) Assignment of Leases to the said new corporation in the form set forth in "Schedule B" hereto annexed, and the said Stackpole, Pike, Ordway, Stuart, Brown, Hurd, Winslow and Storrow agree that as Directors of said new corporation they will cause to be issued in full payment of the property thus to be transferred to the said new corporation five thousand nine hundred and eighty-eight (5988) fully paid up shares of the capital stock of said new corporation of a total par value of Five Hundred Ninety Eight Thousand and Eight Hundred (598,800) Dollars, said five thousand nine hundred and

eighty-eight (5,988) shares to be divided among the parties of the second part as follows :—

To Frank N. Stackpole one thousand four hundred and ninety-seven (1,497) shares of a total par value of One Hundred and Forty-Nine Thousand Seven Hundred (149,700) Dollars.

To George D. Pike one thousand four hundred and ninety-seven (1,497) shares of a total par value of One Hundred and Forty-Nine Thousand Seven Hundred (149,700) Dollars ;

To Joseph H. Ordway one thousand four hundred and ninety-seven (1,497) shares of a total par value of One Hundred and Forty-Nine Thousand Seven Hundred (149,700) Dollars ;

To John R. Stuart, Jr., one thousand four hundred and ninety-seven (1,497) shares of a total par value of One Hundred and Forty-Nine Thousand Seven Hundred (149,700) Dollars.

Three. The parties of the second part jointly and severally covenant and agree that they are the lawful owners of said business heretofore carried on under the name of the Boston Blacking Company and that they will transfer and convey the same as herein provided to the said new corporation free from debt and from any encumbrance whatsoever except an existing indebtedness not exceeding Thirteen Thousand Thirty-four and 70/100 (13,034.70) Dollars which the said new corporation is to assume and pay ; and they further covenant and agree that the gross sales of merchandise made by them in carrying on said business have been as follows :—

Gross sales July 1, 1896 to July 1, 1897,	\$457,593.79
Gross sales July 1, 1897 to July 1, 1898,	\$560,717.12
Gross sales July 1, 1898 to July 1, 1899,	\$605,776.30
Gross sales July 1, 1899 to Jan. 1, 1900,	\$382,183.63

and that the net profits after making all proper allowances for all losses, depreciations and expenses of every sort and after deducting salaries paid to the parties of the second part, amounting to Thirty Thousand (30,000) Dollars per year, have been as follows :—

Net profits July 1, 1896 to July 1, 1897,	\$78,672.61
Net profits July 1, 1897 to July 1, 1898,	\$91,887.72

Net profits July 1, 1898 to July 1, 1899,	\$104,860.47
Net profits July 1, 1899 to Jan. 1, 1900,	\$51,989.02

and, further, that the assets on the first day of February, 1900, (and which are to be assigned and transferred to the new corporation, together with such increase in assets as are represented by the profits of the American business since February 1, 1900, and the profits of the foreign business since January 1, 1900) amount to not less than the following:—

Accounts including English account,	\$120,879.79
Cash on hand	16,513.47
Merchandise, estimated,	65,000.00
Real Estate,	5,130.71
Chelsea Machinery,	2,274.71
Boston Machinery,	1,759.07
Furniture,	113.26
	<hr/>
	\$211,671.01
Assets of English Branch,	34,287.30
	<hr/>
	\$245,958.31
Less 10% of profits of English business for the year ending July 1, 1899,	2,386.25
	<hr/>
	\$243,572.06

Four. Inasmuch as the said new corporation is to be organized with a majority of its stock owned by the parties of the second part, therefore the parties of the second part expressly covenant and agree with the party of the first part and with the parties of the third part that they will faithfully, diligently, and efficiently manage the affairs and business of the said new corporation, and, furthermore, that they, the said parties of the second part, for the period of six (6) years from the date hereof will continue to devote their entire knowledge of the business and time and attention to promoting the business and welfare of said new corporation, serving the corporation in such capacity as may be necessary to efficiently carry on its business, and will transfer to said new corporation any inventions, discoveries, or secret processes, or com-

positions of matter which they may make, own, or acquire at any time during said term, and any Letters Patent or applications for Letters Patent of the United States or any foreign countries which they may own or make or in which they may acquire any interest, legal or equitable, during said period; and that they will take as their total compensation for such exclusive services and for such Letters Patent, applications, inventions, discoveries, processes, and compositions of matter (except for such dividends as shall be declared pro rata to all the stockholders of the said new corporation) salaries not in excess of six thousand (6,000) dollars per annum for each of them.

They further agree that for the period of (10) years from the date hereof (unless the one hundred shares of the new corporation which are to be placed in escrow are offered to the party of the first part for cash, as herein provided) they will not permit any salaries or compensations for services to be paid to anyone else in excess of two thousand (2,000) dollars per annum without getting the assent of the party of the first part and that they will not permit any contract for services for more than one year to be made by the said new corporation with any person or corporation except with the consent of the party of the first part. And inasmuch as the parties of the second part have built up the said business by their personal skill and attention and as the value of the business and goodwill to be conveyed to the said new corporation is dependent on the skill, knowledge, and attention of the parties of the second part, they covenant and agree that for the period of fifteen (15) years from the date hereof they will not whether jointly or severally or directly or indirectly, or as owner, agent, or employee or as stockholder of any corporation (except as they may be shareholders and employees of the said new corporation) engage in or become interested in any way in the business of buying or making or selling or dealing in blacking, or stains or cement or inks or wax or any other supplies intended primarily for use in manufacturing or finishing leather or boots or shoes or other articles made in chief part of leather in that portion of the United States east of the Mississippi or Missouri Rivers, or any portion of Missouri, Louisiana, Nebraska,

Kansas, or California, or any portion of Canada to the eastward of the Albany River, Lake Nipigon and Lake Superior, or any portion of Europe excepting Spain, Portugal, Turkey, Greece, Servia, and Bulgaria; and will not directly or indirectly sell any such materials or supplies to manufacturers carrying on business in the above-defined territory or manufacture or sell any such materials or supplies to be dealt in or used by others within such territory; and will transfer to said new corporation without further consideration any inventions, discoveries, or secret processes, or compositions of matter which they may make, own, or acquire at any time during said term, and any Letters Patent or applications for Letters Patent of the United States or any foreign countries which they may own or make or in which they may acquire any interest legal or equitable during said period. The said parties of the second part further agree that they will permit the President of the party of the first part, or such representatives as he may appoint, to have free access at all times to all premises occupied by or on behalf of the said new corporation and complete opportunity to familiarize himself with all details of the business of the corporation, and also at all times when requested by the President or his representative to furnish the President or his representative with any knowledge he may desire in regard to the business, including a knowledge of all secret processes and methods of manufacture employed by the said new corporation; and furthermore, the said parties of the second part covenant that the said new corporation shall keep full and accurate books of account which shall show at all times the condition of the corporation and its business, and that such books shall be open at all times to the inspection of the officers of the party of the first part or such experts as it may employ, with full liberty to make copies thereof in case of the party of the first part shall so desire.

Five. The parties of the second part agree that of the stock of the new corporation thus to be issued to them, certificates for two thousand, nine hundred and ninety-two (2,992) shares shall be at once duly endorsed in blank and delivered to Charles W. Lamb of Stoneham, to be held by him in escrow upon the terms that when the party of the first part shall deliver to the said Charles W. Lamb

eleven thousand, two hundred (11,200) fully paid up shares of the preferred stock of the party of the first part said eleven thousand two hundred (11,200) shares to be issued as follows : —

Two thousand, eight hundred shares in the name of the said Stackpole ;

Two thousand, eight hundred shares in the name of the said Pike ;

Two thousand, eight hundred shares in the name of the said Ordway ;

Two thousand, eight hundred shares in the name of the said Stuart ; then the said Charles W. Lamb shall simultaneously deliver the certificate or certificates for the said two thousand, nine hundred and ninety-two (2,992) shares in said new corporation to the party of the first part, and the certificates for the said eleven thousand, two hundred (11,200) shares to the several parties of the second part, the last said certificates being delivered to the several parties of the second part according as they have been issued to the different parties of the second part.

Said parties of the second part further agree that besides the two thousand nine hundred and ninety-two (2,992) shares of the new corporation which are to be held as above provided for, they will also, as soon as the certificates for the said five thousand, nine hundred and eighty-eight (5,988) shares of the new corporation are delivered to them, duly indorse and deliver to the said Charles W. Lamb and to William R. Dresser of Waban, one hundred (100) of said shares, the said one hundred (100) shares to be held in trust by them, the said Lamb and Dresser and the survivor of them and his successor in said trust upon the following terms, but the parties of the second part may vote on said 100 shares of stock until it is transferred to the parties of the first part as hereinafter provided.

Whenever the total sales or transfers of the stock of the new corporation made by the parties of the second part, or any of them, excepting transfers of stock to each other, shall have amounted to seven hundred and fifty (750) shares, then the said trustees, the survivor or successor of them, shall offer in writing to the party of the first part to sell, transfer, and assign to the party of the first part the said one hundred (100) shares for the sum of ten thousand

(10,000) dollars, and if the party of the first part shall not accept said one hundred (100) shares and pay for the same the sum of ten thousand (10,000) dollars within ninety days from the date of such offer in writing, then the said one hundred (100) shares shall be divided equally among the parties of the second part or their assigns; and if the party of the first part shall purchase the said one hundred (100) shares, then the said trustees, the survivor of them or his successor, shall distribute the said sum of ten thousand (10,000) dollars thus received equally among the four parties of the second part, their successors and assigns. And if at the end of twenty (20) years from the date hereof the total sales of shares made by the parties of the second part as aforesaid shall not amount to seven hundred and fifty (750) shares, then the said trustees, the survivor of them or his successor, shall divide the said one hundred (100) shares equally among the parties of the second part, and their assigns. No shares shall be sold or transferred by the parties of the second part except to the party of the first part, or to each other, except after first offering said shares to the party of the first part as hereinafter more fully provided.

Six. The said parties of the second part furthermore agree as an essential part of the consideration furnished by them for the said eleven thousand, two hundred (11,200) shares of the preferred stock of the party of the first part, that they will and their representatives and assigns shall always vote all stock in said new corporation owned or controlled by them, or any of them, in favor of four (4) Directors who shall be representatives of the party of the first part, the said four Directors to consist of the President, the Treasurer, the Assistant Treasurer, and the Assistant Manager of the party of the first part unless the party of the first part shall notify the parties of the second part, their representatives or assigns, that the party of the first part desires to be represented by four persons named in such notice, in which event the said stock shall be voted in favor of the four persons thus named.

The parties of the second part further agree for themselves and their executors, administrators, and assigns, that the three thousand and four (3004) shares which are to be issued to them in accord-

ance with the terms hereof shall not nor shall any part thereof be sold at any time within twenty-one (21) years from the date hereof except as regards sales of the parties of the second part to each other, without first notifying the party of the first part of the price and terms offered for the stock and giving the party of the first part sufficient information to establish the bona fide character of the offer and then permitting the party of the first part to purchase the stock for its own benefit at the price and upon the terms offered. And they further agree that the certificates for the said three thousand and four (3004) shares shall have written on the face thereof the words: "Not to be sold unless first offered to the United Shoe Machinery Company, According to Agreement of February 1900".

Seven. The parties of the second part further agree for themselves, their administrators, executors and assigns that they will not except with the assent of the party of the first part, permit the said new corporation to mortgage its franchise or its property or any portion thereof, or make or give any notes or incur any indebtedness except such regular accounts for merchandise as the business may require.

Eight. The parties of the second part further covenant and agree for themselves, their executors, administrators and assigns, that the said new corporation shall sell the different products, supplies and materials made or dealt in by it to the United Shoe Machinery Company of Canada, the British United Shoe Machinery Company and such other subsidiary corporations, agents or branches as the party of the first part may establish or appoint to carry on the business of the party of the first part in foreign countries at prices which shall be as low as such products, supplies and materials can be procured from other makers thereof or dealers therein (proper allowance being made for all differences in quality), and also as low as the said new corporation sells such products, materials and supplies to any other person, firm or corporation.

Nine. Each of the parties hereto covenants and agrees to execute and deliver such instruments and to do all such things as may be

necessary or proper in order to carry out so far as he is concerned the spirit and terms of this agreement.

In Witness Whereof the said United Shoe Machinery Company has hereto affixed its corporate seal by its and the said several parties have hereto affixed their several names and seals on the day and year first above written.

FRANK N. STACKPOLE

GEORGE D. PIKE

JOHN R. STUART, Jr.

JOSEPH H. ORDWAY

SIDNEY W. WINSLOW

GEO. W. BROWN

EDWARD P. HURD

JAMES J. STORROW

UNITED SHOE MACHINERY COMPANY

By Geo. W. Brown, Treasurer.

Commonwealth of Massachusetts.

Suffolk, ss.

Boston, March 15, 1900.

Then personally appeared the above named Frank N. Stackpole, George D. Pike, Joseph H. Ordway, John R. Stuart, Jr., Sidney W. Winslow, George W. Brown and James J. Storrow, and acknowledged the foregoing instrument to be their free act and deed, and the said George W. Brown acknowledged that he executed the foregoing instrument on behalf of the United Shoe Machinery Company and that it is the free act and deed of the United Shoe Machinery Company. Before me

Guy Cunningham, Notary Public.

Commonwealth of Massachusetts.

Suffolk, ss.

Boston, March 16, 1900.

Then personally appeared the above named Edward P. Hurd and acknowledged the foregoing instrument to be his free act and deed.

Before me,

William H. Walker, Notary Public.

SCHEDULE B.

BILL OF SALE.

Know all Men by these Presents :

That we, Frank N. Stackpole of Boston, Massachusetts, George D. Pike and Joseph H. Ordway, both of Brookline, Massachusetts and John R. Stuart, Junior, of Roxbury, Massachusetts, copartners doing business under the firm name and style of the Boston Blacking Company, and having a usual place of business at 96 Beverly Street in said Boston, in consideration of Five Thousand Nine Hundred and Eighty-eight (5,988) shares of the capital stock of the Boston Blacking Company, a corporation duly organized under the laws of the State of Maine, a new corporation formed to succeed to the business of the said partnership and hereinafter called the new corporation, to us paid by the said new corporation, the Boston Blacking Company, the receipt of which is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said new corporation, the Boston Blacking Company, its successors and assigns, the following property, to wit : —

All the property and assets, real and personal, of the said partnership, including the interest of Edward F. Wilder therein which has been transferred by an instrument dated the seventeenth day of February, A. D. 1900, to the said Frank N. Stackpole, including the real estate, buildings, improvements, appurtenances, easements, plant, engines, boilers, motors, machinery, tools, drawings, models, patterns, blacking, cement, wax, stock on hand manufactured and unmanufactured, books of account, office furniture and fixtures, trade-marks, trade rights, prescriptions, recipes, labels, brands, trade names, inventions, formulas, trade secrets, rights, privileges and advantages, accounts and notes receivable, cash on hand or on deposit in banks or elsewhere, whether situated at our place of business, 96 Beverly Street in said Boston, or at Chelsea, Massachusetts, or elsewhere in the United States, or in England, Germany, France or elsewhere, including the good-will of the said partnership it being the intention of this instrument to convey to the said new corporation, the Boston Blacking Company, every

right, privilege and asset of every name and nature to which the partnership, the Boston Blacking Company, has any right, title and interest, legal or equitable, including the said share of the said Wilder therein; subject however to debts of the said partnership not in excess of Thirteen Thousand and Thirty-four Dollars and Seventy Cents (\$13,034.70) which debts not in excess of Thirteen Thousand and Thirty-four Dollars and Seventy Cents (\$13,034.70) the said new corporation hereby assumes and agrees to pay.

To Have and to Hold the premises, together with all the privileges and appurtenances, to the said new corporation, the Boston Blacking Company, and its successors and assigns, to their own use and behoof forever.

And for the consideration aforesaid we and each of us do hereby covenant and agree that we will execute, acknowledge and deliver all deeds necessary or desirable to convey to the said new corporation, the Boston Blacking Company, all our right and interest and the interest of the said partnership in, to and under all the assets hereby conveyed or intended so to be; and we and each of us do hereby appoint the said new corporation, the Boston Blacking Company, its successors and assigns, the true and lawful attorney of us and each of us, in the names of us or either of us or in its own name, to bring such action at law or in equity, and do such other acts as it may deem necessary or desirable to secure to it the full benefit and advantage of the rights hereby conveyed or intended so to be, and for such purposes to appoint a substitute or substitutes and at pleasure to revoke such appointment.

And inasmuch as we have built up the business of the partnership, the Boston Blacking Company, by our personal skill and attention, and inasmuch as the value of the business and good-will conveyed to the said new corporation, the Boston Blacking Company, is largely dependent on our skill, knowledge and attention, we and each of us do covenant and agree that for the period of six years from the date hereof we will continue to devote our entire knowledge of the business and our entire time and attention to the service of the new corporation, the Boston Blacking Company, and to the promotion of its business and welfare, serving the corpora-

tion in such capacity as may be necessary to efficiently carry on its business, receiving as our total compensation for such exclusive services (except for such dividends as shall be declared pro rata to all the stockholders of the said new corporation) salaries not in excess of six thousand dollars (\$6,000) per annum for each of us.

And for the consideration aforesaid we and each of us do covenant and agree that for the period of fifteen years from the date hereof neither we nor any of us jointly or severally, directly or indirectly, or as owner, agent or employee, or as stockholder of any corporation (except as we may be shareholders or employees of the new corporation) will engage in or become interested in any way in the business of buying or making or selling or dealing in blacking, or stains, or cement, or inks, or wax, or any other supplies intended primarily for use in manufacturing or finishing leather, or boots, or shoes, or other articles made in chief part of leather, in that portion of the United States east of the Mississippi or Missouri Rivers, or in Missouri, Louisiana, Nebraska, Kansas or California, or any portion of Canada to the eastward of the Albany River, Lake Nipigon and Lake Superior, or any portion of Europe except Spain, Portugal, Turkey, Greece, Servia and Bulgaria, and will not directly or indirectly sell any such materials or supplies to persons carrying on business in the above-defined territory, or manufacture or sell any such materials or supplies to be dealt in or used by others within such territory.

In Witness Whereof we the said Frank N. Stackpole, George D. Pike, Joseph H. Ordway and John R. Stuart, Junior, have hereunto set our hands and seals this day of A. D. 1900.

Commonwealth of Massachusetts,

Suffolk, ss.

Boston, 190 .

Then personally appeared the above named
and acknowledged the foregoing instrument to be their free act and
deed, before me,

Know all men by these presents : That we, Frank N. Stackpole, of Boston, Massachusetts, George D. Pike and Joseph H. Ordway, both of Brookline, Massachusetts, and John R. Stuart, Junior, of Roxbury, Massachusetts, copartners doing business under the firm name and style of the Boston Blacking Company and having a usual place of business in said Boston, in consideration of one dollar and other valuable considerations to us paid by the Boston Blacking Company, a new corporation duly organized according to the laws of the State of Maine, to succeed to the business of the said partnership, the Boston Blacking Company, the receipt whereof is hereby acknowledged, do hereby remise, release, and forever quitclaim unto the said new Corporation, the Boston Blacking Company, its successors and assigns, the following described parcels of land with the buildings thereon, all situated in Chelsea, in Suffolk County, in said Commonwealth. The first of said parcels comprises the whole of lot of land numbered fifty-nine (59) situated on the corner of Third and Cypress Streets, as seen on a plan of Winnisimmet Lands and containing 6,900 square feet more or less and bounded northeasterly by Third Street 60 feet ; northwesterly by Cypress Street 115 feet ; southwesterly by Lot No. 60 on said plan 115 feet ; southeasterly by Lot No. 57 on said plan 60 feet. Said plan may be found at end of Vol. 616 in Registry of Deeds for Suffolk County.

The second of said parcels comprises the whole of Lot No. 60 on Summer Street as seen on Shearer's Plan of Winnisimmet Company's land, containing 6,900 square feet more or less, bounded northwesterly by Cypress Street 115 feet ; northeasterly by Lot No. 59 Third Street 60 feet ; southeasterly by Lot No. 58 Summer Street 115 feet ; southwesterly by Summer Street 60 feet, be measurements more or less ; being the same premises conveyed to George D. Pike and others by deed of Matilda C. Morse and others, dated May 22, 1894, and recorded with Suffolk Deeds book 2201, page 526, and the premises conveyed to George D. Pike and others by deed of Mary S. Page, dated July 24, 1891, and recorded with Suffolk Deeds book 2011, page 557. This instrument includes also the interest conveyed to Edward F. Wilder in said deeds, the

interest of said Edward F. Wilder under said deeds having been conveyed to said Frank N. Stackpole by deed dated February 21, 1900, and intended to be recorded herewith, the interest of the said Edward F. Wilder in the said premises being included in this conveyance.

To have and to hold the granted premises, with all the privileges and appurtenances thereto belonging, to the said new corporation, the Boston Blacking Company, and its successors and assigns to its and their own use and behoof forever.

And we do hereby, for ourselves and our heirs, executors and administrators, covenant with the said grantee and its successors and assigns that the granted premises are free from all incumbrances made or suffered by us; and that we will and our heirs, executors, and administrators shall warrant and defend the same to the said grantee and its successors and assigns forever against the lawful claims and demands of all persons claiming by, through, or under us, but against none other.

And for the consideration aforesaid, we, Minna J. Stackpole, wife of Frank N. Stackpole, and Mabel F. Pike, wife of George D. Pike, and Grace Ordway, wife of Joseph H. Ordway, and Helen D. Stuart, wife of John R. Stuart, Junior, do hereby release unto the said grantee and its successors and assigns all right of or to both dower and homestead in the granted premises.

In Witness Whereof, we the said Frank N. Stackpole and Minna J. Stackpole, George D. Pike and Mabel F. Pike, Joseph H. Ordway and Grace Ordway, and John R. Stuart, Jr., and Helen D. Stuart, hereunto set our hands and seals this day of in the year one thousand nine hundred.

Signed, sealed, and delivered in the presence of :

Commonwealth of Massachusetts.

Suffolk, ss.

Boston,

1900.

Then personally appeared the above named and acknowledged the foregoing instrument to be their free act and deed before me,

Justice of the Peace.

This indenture, made this day of A. D. 1900, between George D. Pike, Joseph H. Ordway, John R. Stuart, Junior, and Frank N. Stackpole, copartners doing business under the firm name and style of Boston Blacking Company, and having a usual place of business in Boston, Massachusetts, and the Boston Blacking Company, a new corporation formed to succeed to the business of the said partnership; witnesseth:

That the said parties, in consideration of the mutual covenants herein contained, covenant and agree as follows:

The said George D. Pike, Joseph H. Ordway, John R. Stuart, Jr., and Frank N. Stackpole do assign, transfer and set over unto the said new corporation, the Boston Blacking Company, its successors and assigns, a lease dated the twenty-first day of November, 1894, between Frank W. Boles, Trustee, and the said partnership, the Boston Blacking Company, relating to the building numbered 94, 96, 98 and 100 Beverly Street, Boston, together with the advantage of all the covenants contained in said lease.

To have and to hold the said indenture of lease to the said new corporation the Boston Blacking Company and its successors and assigns forever.

And for the consideration aforesaid, the said corporation, the Boston Blacking Company, does covenant and agree that it will perform all the covenants to be performed by the partnership, the Boston Blacking Company, under the terms of the said indenture of lease.

In witness whereof the said George D. Pike, Joseph H. Ordway, John R. Stuart, Jr., and Frank N. Stackpole have hereunto set their hands and seals and the corporation, the Boston Blacking Company, has caused this instrument to be signed and its corporate seal to be hereto affixed on the day and year first above written.

PLAINTIFF'S EXHIBIT 77.

[Put in Evidence, page 470.]

Indenture made this sixteenth day of March, A. D., 1900, by and between Erastus E. Winkley and Benjamin Phillips, both of Lynn, in the Commonwealth of Massachusetts, parties hereto of the first part and the United Shoe Machinery Company, a corporation established under the laws of the State of New Jersey, of Paterson, in said State (hereinafter referred to as the "United Company"), party hereto of the second part.

Whereas the said Winkley and Phillips did, on the seventeenth day of January, 1896 enter into a certain written agreement dated that day with the Goodyear Shoe Machinery Company, a corporation established under the laws of the State of Maine (hereinafter referred to as the "Goodyear Company") ;

And whereas, in pursuance of said agreement with said Goodyear Company, the said Winkley and Phillips have sold, assigned and transferred to said Goodyear Company the entire interest in and to the following described Letters Patent of the United States of America, namely :

- No. 549,471, dated November 5, 1895, granted to said Winkley for Improvements in Forms for Sole Laying Machines ;
- No. 553,948, dated February 4, 1896, granted to said Winkley and Phillips for Improvements in Sole Laying Machines ;
- No. 553,949, dated February 4, 1896, granted to said Winkley and Phillips for Improvements in Sole Laying Machines ;
- No. 557,744, dated April 7, 1896, granted to said Goodyear Company for Improvements in Sole Laying Machines.
- No. 573,069, dated December 15, 1896, granted to said Goodyear Company for Improvements in Pressing Forms for Sole Laying Machines.
- No. 579,205, dated March 23, 1897, granted to said Goodyear Company for Improvements in Jacks for Sewing Machines ;
- No. 579,206, dated March 23, 1897, granted to said Goodyear Company for Improvements in Forms for Sole Laying Machines ;

No. 627,034, dated June 13, 1899, granted to said Winkley and Phillips for Improvements in Sole Pressing Machines ;

Also, application for Letters Patent of the United States Serial No. 721,317, filed June 21, 1899 by said Winkley for Improvements in Sole Pressing Machines (allowed November 21, 1899) ;

And whereas in pursuance of said agreement with said Goodyear Company the said Winkley and Phillips have, at the request and by the direction of said Goodyear Company conveyed to the British United Shoe Machinery Company, Limited, a corporation duly organized in Great Britain under the Companies Act 1862 to 1898 and having its registered office at Leicester, England, a majority of the capital stock of which is owned by said United Company, their beneficial interest in

British Letters Patent No. 2537, dated February 4, 1896, granted to James Grieve Lorrain for an Improvement in Sole Layers :
British Letters Patent No. 7417, dated April 7, 1896, granted to said Lorrain for an Improvement in Sole Layers ;

And whereas said Winkley and Phillips under the terms of said agreement are to convey or cause to be conveyed to said Goodyear Company or to such person or corporations as it shall nominate to be the assignee or assignees thereof, the following Letters Patent, namely : —

Letters Patent of France, No. 287,920, dated April 17, 1899, granted to said United Company ;

Application for Letters Patent of Great Britain, No. 6990, dated April 1, 1899, filed by A. G. Brookes as a communication from the said United Company ;

Application for Letters Patent of Germany, filed April 19, 1899, No. U. 1442 1/72 Kassenbuch No. 2459, filed by the said United Company.

And whereas, in and by said agreement with said Goodyear Company, the said Winkley and Phillips reserve to themselves and their executors, administrators and assigns an exclusive license and the exclusive right, free of royalty or license fee, to use in the United States or elsewhere any and all of the inventions or im-

provements patented in the several Letters Patent referred to in said agreement or to be patented in pursuance of said agreement in machines other than Sole Laying Machines, which exclusive license the said United Company is desirous of acquiring.

Now this Indenture Witnesseth :

1. That in consideration of the covenants and agreements of the United Company hereinafter contained, the said Winkley and Phillips hereby jointly and severally covenant and agree to sell, assign and convey, or to cause to be assigned and conveyed to the said United Company and its successors or assigns, or to such persons or corporations as the United Company shall designate to be assignee or assignees thereof; the exclusive license and right, free of royalty or license fee reserved by and to said Winkley and Phillips in said agreement dated January 17, 1896 with said Good-year Company to use in the United States or elsewhere in machines other than sole laying machines, the inventions or improvements patented in the several Letters Patent of the United States and of other countries referred to in said agreement or to be patented in pursuance of said agreement ;

2. That in consideration of these presents, the said United Company hereby covenants and agrees with the said Winkley and Phillips to pay in due course after bill rendered, all the expenses of building the first machine for sole levelling embodying the inventions patented in said Letters Patent and applications hereby agreed to be conveyed; provided, however, that such expenses shall not exceed the sum of two thousand dollars (\$2,000) ;

3. That in consideration of these presents, the said United Company hereby covenants and agrees to pay to each of said parties of the first part the sum of twenty dollars (\$20.) as royalty for each sole levelling machine for boots and shoes embodying the improvements patented or to be patented as aforesaid or either or any of them which shall be made and sold, leased or otherwise disposed of by it in the United States or elsewhere from the date hereof until the expiration of the term of that Letters Patent of the United States which shall be the latest in date of the United States patents granted or which shall hereafter be granted to said Winkley and

Phillips or either of them at the request of said United Company and assigned to or by the direction of the said United Company in pursuance of this indenture.

4. The said United Company further agrees to make full and true reports to the said Winkley and Phillips in the months of January and July of each year while this agreement remains in force, showing all sole levelling machine made and sold, leased or otherwise disposed of by it in the United States or elsewhere which embody the improvements or either or any of them patented in said Letters Patent and applications hereby agreed to be conveyed, or which shall be patented and conveyed to said United Company in pursuance of this indenture and agrees to keep in its books an account which shall show the number of such machines made by it and the names and addresses of those to whom it shall have sold, leased or otherwise disposed of such machines and agrees to allow said Winkley and Phillips or their attorneys to inspect the same at all reasonable times;

5. The said United Company further agrees to pay to said Winkley and Phillips in the months of January and July in each year during the continuance of this agreement, the royalties above mentioned for each such machine made and sold, leased or otherwise disposed of by it as stated in the account to be rendered under the provisions of section 4 hereof, it being understood and agreed, however, that it is to pay no royalty for parts of such machines which it shall furnish, sell or lease to keep in repair the machines which it shall have sold, leased or otherwise disposed of;

6. And said Winkley and Phillips further covenant and agree that if said United Company shall at any time within eighteen months from the first day of July, A. D. 1899 pay to them the sum of eight thousand dollars (\$8,000.) less an amount equal to the royalties which shall have been paid to them up to that time under this indenture, they will jointly and severally release and discharge in writing and under their respective seals the said United Company from all and every obligation, covenant and agreement herein made incumbent upon the said United Company.

7. The said Winkley and Phillips further covenant and agree

from time to time hereafter to promptly communicate to the officers or counsel of the said United Company all inventions or improvements in sole levelling or sole pressing machines which they or either of them shall hereafter made (except such inventions and improvements in sole levelling machines as they are bound to communicate and convey to said Goodyear Company in pursuance of a written agreement dated October 19th, 1895, and such inventions and improvements in sole laying machines as they are bound to communicate and convey to said Goodyear Company in pursuance of said agreement dated January 17th, 1896) and to explain the same in such manner that the said United Company may have applications prepared for the grant of Letters Patent therefor both of the United States of America and of other countries, and from time to time hereafter and whenever requested by said United Company so to do, and without further consideration paid to them, to execute such applications, specifications, assignments and other written instruments and to do such acts as shall be reasonable and proper or necessary to secure the grant of Letters Patent for such inventions or improvements (except such as are to be conveyed to the said Goodyear Company as aforesaid) and to vest the entire interest in such inventions or improvements and patents therefor in said United Company or in such persons, or corporation as it shall designate to be assignees thereof the entire expense attendant upon all such applications, patents, assignments or other instruments or proceedings to be borne by the said United Company ;

8. The covenants, agreements and provisions in this instrument which are incumbent upon or for the benefit of said Winkley and Phillips shall be incumbent upon and for the benefit of their executors, administrators and assigns ; and those which are incumbent upon or for the benefit of said United Company shall be incumbent upon and for the benefit of its successors and assigns.

In Witness Whereof, the said Winkley and Phillips have hereunto set their hands and seals and the said United Shoe Machinery Company has caused its corporate seal to be hereto affixed and

these presents to be signed by its Treasurer, the day and year first above written.

Executed in duplicate.

[SEAL]

ERASTUS E. WINKLEY [SEAL]

BENJAMIN PHILLIPS [SEAL]

UNITED SHOE MACHINERY CO.

By Geo. W. Brown, Treasurer

PLAINTIFF'S EXHIBIT 78.

[Put in Evidence, page 471.]

This Agreement made this nineteenth day of March, A. D. 1900, by and between the United Shoe Machinery Company of Paterson, a corporation under the laws of New Jersey, hereinafter called the United Company, and the Stanley Manufacturing Company, a corporation under the laws of Maine, hereinafter called the Stanley Company: Witnesseth:

That the said United Company shall purchase from the said Stanley Company the stock of machines, parts and supplies which it now has on hand at Frankfurt, Germany, and in transit to Frankfurt, and all accounts and bills owing to the said Stanley Manufacturing Company in Germany, whether overdue or not, which the United Company shall approve as collectable.

The Stanley Manufacturing Company guarantees all of the accounts thus taken over to represent machines, parts and supplies actually sold to responsible persons, firms or corporations, debtors, and the said Stanley Manufacturing Company hereby agrees to reimburse to the said United Shoe Machinery Company so much of the amount from said accounts as may be uncollectable by reason of the insolvency of any of the said debtors occurring during a period of six months from May 1st, 1900.

That the said United Company shall pay for the property and accounts thus taken over by the issue to the said Stanley Company of its preferred stock at par, taking the machines, parts and supplies at a price which shall be the cost to the said Stanley Company of such machines, parts and supplies laid down in Frankfurt, less a proper deduction for anything obsolete, imperfect, unsaleable, or

second-hand, and taking the accounts and bills at their face value, less such discounts as have been usually allowed by the said Stanley Company. If parties disagree as to the value of any of the machines, parts or supplies, such machines, parts or supplies shall be withdrawn from the operation of this contract and shipped by the Stanley Company to the United States.

The said United Company further agrees, if requested by the said Stanley Company, to undertake the collection of any existing accounts of the said Stanley Company which are not assigned as aforesaid, and to use its best care and diligence in collecting the same, and to charge the said Stanley Company only with the actual expense of making such collection.

That the said Stanley Company will at once give up its branch office in Germany, so far as relates to the sale or disposal of shoe machinery or shoe manufacturers supplies, and that the Stanley Company will not in the future establish an office, or maintain an agent or representative of any kind to solicit orders for the sale of such machinery and supplies outside of the United States of America, and will not export, or sell or dispose of to others for export, any boot or shoe machinery or supplies therefor outside of the United States except through the United Company, and except further as hereinafter provided.

That the said United Company shall use its best endeavors to sell in foreign countries, machines made by the said Stanley Company, but in common with such other machines for a like purpose, as it may desire to sell.

That the said United Company shall not copy, or purchase, or deal in any way in imitations of the styles of machines used by the Stanley Company so long as such machines made by the Stanley Company continue to be sold in foreign countries through the United Company.

That should the said United Company at any time after one year from the first day of May, 1900, desire to discontinue the purchase and sale of any of the machines, parts or supplies made by the said Stanley Company, then and in that case it shall be privileged to do so, and the said Stanley Company may then and thereafter sell such

machines, parts or supplies thus discontinued to any and all persons without respect to the country to which they are to be sent.

That the said Stanley Company may advertise and create and maintain in all proper business ways a demand for its machines in any and all countries in the world.

That this agreement shall go into effect May first, 1900.

In Witness Whereof the said United Shoe Machinery Company and the said Stanley Manufacturing Company have caused these presents to be duly executed on the day and year first above written.

STANLEY MANUFACTURING CO.

F. F. Stanley, Treasurer.

[SEAL]

UNITED SHOE MACHINERY COMPANY

by Sidney W. Winslow, President.

Whereas the Stanley Manufacturing Company of Massachusetts, an unincorporated association, of which Frank F. Stanley is principal trustee, is engaged in the manufacture of machines, parts and supplies for the Stanley Manufacturing Company of Portland, Maine, party to the above agreement, the said Association, in consideration of one dollar and other valuable considerations to be paid by the United Shoe Machinery Company, the receipt whereof is hereby acknowledged, and in consideration of the execution of the foregoing contract by the said United Shoe Machinery Company, hereby agrees during the continuance of the foregoing contract not to export or knowingly sell for export to countries outside the United States any boot and shoe machines, parts or supplies therefor except at the times and to the countries when and where like sales are permitted to said Maine corporation under the terms of the above agreement.

Witness my hand and seal this nineteenth day of March, A. D. 1900.

STANLEY MANUFACTURING CO. [SEAL]

Frank F. Stanley Principal Trustee

Approved

Amos P. Tapley

Frank F. Stanley

Chas. F. Randall

Executive Committee.

PLAINTIFF'S EXHIBIT 79.

[Put in Evidence, page 501.]

Agreement made this first day of November, 1897 between The Lincoln Sewing Machine Company, a corporation organized and existing under the laws of the State of New Hampshire, hereinafter called the "Lincoln Company", as party hereto of the first part, and the Goodyear Shoe Machinery Company, a corporation organized and existing under the laws of the State of Maine, hereinafter called the "Goodyear Company", as party hereto of the second part.

The Lincoln Company agrees to sell and the Goodyear Company agrees to purchase all the property of the Lincoln Company (except its shares of capital stock), including all its machinery, tools, jigs, patterns, drawings, machines under lease or in stock or in process of construction, materials raw, wrought or in process, bills and accounts receivable and choses in action, Letters Patent of the United States and foreign countries, pending applications for Letters Patent and interests in inventions or claims against infringers of any and all Letters Patent owned by the Lincoln Company or in which it has an interest, leases of machines and licenses under Letters Patent, together with the good will of the business of the Lincoln Company and all its assets of every name and nature, except its shares of capital stock above mentioned.

The Lincoln Company covenants and agrees with the Goodyear Company that it has good right to sell and convey the property above referred to, and agrees to convey the same forthwith to the Goodyear Company by good and sufficient deeds conveying a good and clear title to the same, free from all encumbrances.

The Goodyear Company covenants and agrees with the Lincoln Company to pay it for the property to be conveyed to it as aforesaid, in the manner following:

The Goodyear Company agrees to pay to the Lincoln Company each year a sum equal to three per cent (3%) per annum on sixty thousand dollars, the present capital of the Lincoln Company, if the total dividends of the Goodyear Company in that year (from

Nov. 1st of one year to Oct. 31st of the next year, both inclusive) shall equal three per cent (3%) or more but less than six per cent (6%) on three million dollars, the present capital of the Goodyear Company; but if the total dividends of the Goodyear Company in any year (from Nov. 1st of one year to Oct. 31st of the next year, both days inclusive) shall equal six per cent (6%) or more but less than nine per cent (9%) on three million dollars, then the payment for that year shall be four per cent (4%) on sixty thousand dollars; and if the total dividends of the Goodyear Company in any year (reckoned as above) shall equal nine per cent (9%) or more but less than eighteen per cent (18%) on three million dollars, then the payment for that year shall be five per cent (5%) on sixty thousand dollars; and if the total dividends of the Goodyear Company in any year (reckoned as above) shall equal eighteen per cent (18%) or more but less than twenty-five per cent (25%) on three million dollars, then the payment for that year shall be six per cent (6%) on sixty thousand dollars; and if the total dividends of the Goodyear Company in any year (reckoned as above) shall equal twenty-five per cent (25%) or more on three million dollars, then the payment for that year shall be seven per cent (7%) on sixty thousand dollars.

The first payment by the Goodyear Company on account of the annual payments above agreed upon shall be made on the day the first dividend of the Goodyear Company after the date hereof is payable, and the amount of that payment on account shall be determined by computing the percentage per annum of that dividend on three million dollars, reckoning as the time to be taken in that computation, the time between that day and the day on which the next preceding dividend of the Goodyear Company was payable; and the percentage per annum thus computed shall determine what percentage shall be used, and the time thus taken shall be the time used in determining the amount of payment to the Lincoln Company due that day. The next payment on account shall be made on the day the second dividend of the Goodyear Company after the date hereof is payable, and the amount of that payment on account shall be determined as above; and so on as to every dividend of

the Goodyear Company after the date hereof. But, as under this agreement as to partial payments on account, it may happen that the total payments to the Lincoln Company during any year, reckoning from November 1st, to October 31st, both inclusive, may be more or less than the annual payment due that year, the accounts shall be adjusted at the end of each October by computing the percentage on three million dollars of the total dividends paid during that year; and any balance due to the Lincoln Company shall be paid on the fifteenth day of November of each year; but any balance due from the Lincoln Company shall be applied in reduction of the next payment on account; and no interest shall be reckoned as to any balance found under such annual adjustment.

The foregoing agreements of the Goodyear Company in respect to a payment to the Lincoln Company, whenever a dividend is paid by the Goodyear Company to its stockholders shall remain in force for forty-nine years from November 1, 1897, but, if at any time within that period, the Goodyear Company shall be duly dissolved and a final distribution of its assets and property shall be made, then, in such case, the Lincoln Company agrees that, after deducting from the assets and property of the Goodyear Company the amount of any additions to the capital of the Goodyear Company made subsequent to November 1st, 1897, which have been paid in cash, or in property at a fair valuation, it will receive in lieu of further payments to it under this agreement one-sixtieth of the remaining assets and property of the Goodyear Company.

The Lincoln Company agrees that all its income and collections after October 19th, 1897, until the delivery of its assets and property to the Goodyear Company in pursuance of this agreement, shall be applied to the payment of its unsecured indebtedness or shall be turned over to the Goodyear Company at the time of the delivery of said property.

The Lincoln Company covenants and agrees that it shall and will not at any time or times within forty-nine years from November 1, 1897, directly or indirectly engage in the manufacture or sale of shoe machinery or wax thread sewing machines, within any of the several States and Territories of the United States of America or

within the district of Columbia, excepting the States of Florida, Montana and Nevada, and further covenants and agrees not to engage in any business, or do any act, which shall injure or impair the good will of the business to be conveyed to the Goodyear Company as aforesaid.

The Lincoln Company agrees, from time to time hereafter, to execute all such deeds, assignments and other written instruments and to do all acts necessary or proper to vest the legal title to the property, Letters Patent and interests above referred to in the Goodyear Company, its successors and assigns.

The provisions of this agreement incumbent on, or for the benefit of either of the parties hereto shall be incumbent on and for the benefit of their respective successors and assigns.

In Witness Whereof, the Lincoln Sewing Machine Company has caused these presents to be signed in its name and its corporate seal to be hereto affixed by Daniel McNiven, its President and the Goodyear Shoe Machinery Company has caused these presents to be signed in its name and its corporate seal to be hereto affixed by John H. Hanan, its President, the day and year first above written.

[SEAL]

LINCOLN SEWING MACHINE COMPANY

By Daniel McNiven, President.

[SEAL]

GOODYEAR SHOE MACHINERY COMPANY

By John H. Hanan, President.

Pawtucket, R. I., November 9th, 1897.

At a meeting of the board of directors of the Campbell Machine Company, held October 30th, 1897, it was voted "that the president be and he is hereby authorized and instructed to cancel the contract of the Campbell Machine Company with the Lincoln Sewing Machine Company, dated April 9th, 1895, as soon as the stockholders of the Campbell Machine Company shall have approved the contract which has been negotiated with the Goodyear Shoe Machinery Company."

A true copy from the records

Attest DANIEL MCNIWEN, Secretary.

Pawtucket, R. I., November 9th, 1897.

Referring to the above recited vote, and the stockholders of the Campbell Machine Company having this day approved the contract with the Goodyear Shoe Machinery Company above referred to, I hereby, in pursuance of instructions as above, declare the contract of the Campbell Machine Company with the Lincoln Sewing Machine Company, dated April 9th, 1895, to be cancelled.

President of Campbell Machine Company,
GEORGE B. CHAMPLIN.

COPY OF VOTE OF DIRECTORS OF LINCOLN SEWING MACHINE
COMPANY, OCTOBER 27th, 1897.

Pawtucket, R. I., October 27th, 1897.

A special meeting of the directors of the Lincoln Sewing Machine Company was held at the office of Julian A. Chase on above date. Three members were present, Messrs. Chase, McNiven and Warren, being a quorum.

It was voted unanimously that the contract with the Campbell Machine Company, dated April 9th, 1895, be cancelled, and it was also voted that the following contract with the Goodyear Shoe Machinery Company be approved, provided the Campbell Machine Company agrees to the cancellation of said contract of April 9th, 1895, and that it be submitted to the stockholders of the Lincoln Sewing Machine Company.

Meeting then adjourned.

GEO. E. WARREN,
Clerk of Board Directors.

Exeter, N. H., Oct. 29, 1897.

A special meeting of the stockholders of the Lincoln Sewing Machine Co., was held at the office of John A. Brown, Exeter, N. H., in accordance with a call to that effect. The meeting was called to order, and on motion of Geo. E. Warren, it was adjourned until 4 o'clock in the afternoon.

At that time the meeting again came to order, with the following stock represented: Geo. E. Warren, 367 shares; Geo. E. Warren,

as trustee, 675 shares; Daniel McNiven, by his proxy Arthur O. Fuller, 406 shares; Julian A. Chase, by his proxy, John A. Brown, 392 shares.

The call for the meeting was read by the clerk. The proposed contract between the Lincoln Sewing Machine Co. and the Goodyear Shoe Machinery Co., was read.

Voted, that the proposed contract between the Goodyear Company and this Company, which has been submitted to the board of directors and approved by them be and is hereby approved to take effect Nov. 1, 1897, and that Daniel McNiven, president of the Lincoln Sewing Machine Co. be and is hereby authorized to execute, seal and deliver said contract in behalf of said Company.

Adjourned.

A true copy Attest. JOHN A. BROWN, Clerk.

Pawtucket, R. I., Oct. 21, 1897.

John A. Brown, Clerk Lincoln Sewing Machine Co. :—

We the undersigned stockholders of the above company desire a special meeting to see if the stockholders will approve of certain contracts submitted to the directors.

GEO. E. WARREN

JULIAN A. CHASE

DANIEL MCNIVEN

A true copy Attest John A. Brown, Clerk.

PLAINTIFF'S EXHIBIT 80.

[Put in Evidence, page 501.]

This Agreement made at Boston this sixth day of April, 1900, between the United Shoe Machinery Company, a corporation organized under the laws of the State of New Jersey, hereinafter called the United Company; and the Lincoln Sewing Machine Company, a corporation organized under the laws of the State of New Hampshire, hereinafter called the Lincoln Company; Witnesseth:

That Whereas the Goodyear Shoe Machinery Company, a corporation organized under the laws of the State of Maine, herein-

after called the Goodyear Company, has heretofore entered into an agreement with the Lincoln Company dated the first day of November, 1897, and whereas there remain certain payments and obligations on the part of the Goodyear Company to be made or performed to or toward the Lincoln Company in accordance with the terms of said agreement of the first day of November, 1897 :

Now Therefore, the parties hereto in consideration of one dollar and other good and valuable considerations each to the other paid, the receipt of which the parties hereto severally acknowledge, do hereby Covenant and Agree each with the other as follows, viz. : —

First. The Lincoln Company hereby sells, transfers, and assigns to the United Company all rights and interests of every kind and nature to which it is or may be entitled from the Goodyear Company under the said agreement of November first 1897, and especially assigns to the United Company all right which the Lincoln Company has or may have to any payments of any sort or kind under the terms of the said agreement, and the Lincoln Company hereby authorizes the United Company to bring suit in the name of the Lincoln Company and to perform any other acts which may be necessary or proper to assert its rights as assignee of the Lincoln Company under said agreement of November first, 1897, but at the expense of the United Company, and the United Company shall indemnify and hold the Lincoln Company harmless from all expenses and losses in consequence thereof.

Second. The United Company agrees to issue to the Lincoln Company or to such persons as the Lincoln Company may in writing direct, twelve hundred and twenty-five (1225) shares of the fully-paid, non-assessable common stock of the United Company ; and the United Company further agrees to pay immediately after the execution and delivery of this agreement the sum of twenty-four hundred and fifty (2,450) dollars in cash to the Lincoln Company.

In Testimony Whereof the parties hereto have interchangeably caused their respective corporate seals to be hereto affixed and these

presents to be signed by their respective officers for this purpose duly authorized, the day and year first above written.

[SEAL]

LINCOLN SEWING MACHINE CO.

Geo. E. Warren, Treas.

[SEAL]

UNITED SHOE MACHINERY COMPANY

By S. W. Winslow, President.

The Lincoln Sewing Machine Company hereby directs the United Shoe Machinery Company to issue the twelve hundred and twenty-five shares of its common capital stock referred to in the foregoing agreement to the following shareholders of the Lincoln Company giving to each the number of shares set opposite his name.

Name of Stockholder	No. of Shares Common Stock U. S. M. Co.
Daniel McNiven, Pawtucket, R. I.	288
Julian A. Chase, Pawtucket, R. I.	278
Henry B. Metcalf, Pawtucket, R. I.	269
Geo. E. Warren, 12 Ware St., Dorchester, Mass.	264
William Gordon 54 Lincoln St., Boston.	70
J. H. DeFriez, Medford, Mass.	56
	1225

[SEAL]

LINCOLN SEWING MACHINE CO.

Geo. E. Warren, Treas.

PLAINTIFF'S EXHIBIT 81.

[Put in Evidence, page 503.]

This Agreement made at Boston, Massachusetts, this 30th day of June, A. D. 1900 by and between Theophilus King of Quincy, Massachusetts, and Henry Tolman and Eleazer Kempshall, both of Newton in said state, parties of the first part, and the United Shoe Machinery Company, a corporation duly organized in accordance with the laws of the state of New Jersey, and having a usual place of business in said Boston, hereinafter called the United Company, party of the second part; Witnesseth: That

Whereas, the parties of the first part have represented to the United Company that the said King is owner of 145,635 shares of

the capital stock of the Boston Fast Color Eyelet Company, a corporation duly organized in accordance with the laws of the state of Maine, and having a usual place of business at said Boston, hereinafter called the Boston Company, said shares being held in trust for the said King, Tolman and Kempshall; and that the said Tolman is the owner of 9,163 shares of the capital stock of the said Boston Company, as trustee for the said King, Kempshall and Tolman; and that the said King owns 50 shares, the said Tolman 1 share, the said Kempshall 1 share, and Decevere King 2 shares free from any trust; and that the entire capital stock of the said Boston Company consists of 200,000 shares of the par value of \$1,000,000, so that the parties of the first part are together the owners of 154,852 shares, being more than three-fourths of the total capital stock of the said Boston Company, and the said King, Tolman and Kempshall are Directors in the said Boston Company, the said Kempshall being President of said Boston Company and the said Tolman Treasurer of said Boston Company, and the said King being Vice-President of said Company: and

Whereas the parties of the first part have represented that the Boston Company has, for the calendar year 1899, manufactured and sold over fifty million eyelets covered with celluloid, called plastic covered eyelets, and that the net profit from the manufacture and sale of such eyelets by it in the United States for said year has amounted to a sum in excess of \$13,000; and

Whereas the said parties of the first part represent that the said King is the owner of six shares of the capital stock of the National Fast Color Eyelet Company, a corporation duly organized under the laws of the State of Maine and having an office in said Boston, hereinafter called the National Company, which is engaged in the purchase and sale of eyelets under the provisions of an agreement dated May 29, 1897, between the said National Company, the said Boston Company, the Scoville Manufacturing Company, a corporation duly organized under the laws of the State of Connecticut and having a usual place of business in Waterbury, Connecticut, Marcus J. Goodenough and Arthur Mathison, co-partners doing business under the name and style of the Fast Color Eyelet Company,

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having a usual place of business at Springfield, in said State of Massachusetts, hereinafter called the Fast Color Company, and John M. McFetheries, William E. Wright, and Charles E. Van Norman, co-partners doing business under the name and style of the Springfield Covered Eyelet Company, having a usual place of business in said Springfield, hereinafter called the Springfield Company; and A. D. Cutler, as trustee for himself and M. O. Parenteau and William H. Force, formerly co-partners doing business under the name and style of the Bay State Manufacturing Company, having their usual place of business in said Springfield, hereinafter called the Bay State Company, acting also through and by said Theophilus King, under the terms of which the National Company is the sole selling agent of the parties and purchases the covered eyelets needed to fill its orders from the parties in proportions set forth in said contract of May 29, 1897, by which the Boston Company is entitled to supply the said National Company with thirty per cent. of all covered eyelets sold in the United States of America by said National Company at the price of forty cents per thousand, and fifty per cent. of all covered eyelets sold by the said National Company in foreign countries at said price of forty cents per thousand, as more fully set forth in said contract of May 29, 1897, the profit upon all eyelets sold by the said National Company being divided between the parties to the said agreement, as more fully set forth in said contract of May 29, 1897; and

Whereas the parties of the first part represent that the said King has purchased from the said Springfield Company its entire right to supply the National Company with covered eyelets, being twenty per cent. of all the eyelets required by the National Company, as set forth more fully in said agreement of May 29, 1897; and

Whereas the parties of the first part represent that the Boston Company has purchased the entire rights of the Bay State Company under said agreement of May 29, 1897, to be held, however, only so long as the said Boston Company shall make certain payments to the Bay State Company not exceeding the sum actually received by the Boston Company monthly under said agreement of May 29, 1897, according to the monthly returns of the National

Company, on account of the net profits received by the National Company on the purchase at forty cents per thousand and sale of 50,000 eyelets per day for twenty-five days in each month at the average net selling price for the month, it being further understood that the Boston Company does not in any way guarantee that the National Company shall make a profit or undertake to control the prices at which the eyelets are to be sold by the National Company or the distribution of profits by the National Company; and that the Boston Company is entitled to retain all of said profit paid it by the National Company in excess of said profit on fifty thousand eyelets per day for twenty-five days in each month; and

Whereas, the said parties of the first part represent that the said King for himself and as agent for the Boston Company, and the said Mathison as agent for the Fast Color Company, own a plant for the manufacture of covered eyelets in England, and have entered into a contract giving an exclusive agency for the sale of covered eyelets in all countries except the United States and Canada to the Fast Colour Eyelet Company Limited of Brighton Chambers, Denman Street, London Bridge, S. E., and the entire profit from said foreign business is divided equally between the said Mathison and said King, the said King by an agreement with the Boston Company having acquired for himself a third interest in said half of the foreign business as consideration for advancing money and services in connection with said business, and holding the remaining two-thirds of the half of said business held by him as agent for the Boston Company; and

Whereas, the said parties of the first part desire to transfer their entire interest of every sort and kind in the manufacture of covered eyelets, including their stock in the said Boston Company, to a new corporation to be formed under the laws of the State of Maine, with a capital of one million five hundred thousand (1,500,000) dollars, divided into preferred and common stock, as more fully set forth hereafter; and,

Whereas, the United Company is willing to join in the formation of the said Company and give it the benefit of its good-will relating to the manufacture and sale of celluloid covered eyelets (though

not as to other kinds of eyelets), in reliance on said representations :

Now, Therefore, this agreement witnesseth that the said parties. in consideration of the respective covenants herein contained, do Covenant and Agree as follows :—

First: The said United Company shall cause to be formed a corporation under the laws of the State of Maine, with an authorized capital of one million five hundred thousand (1,500,000) dollars, divided into fifteen thousand shares of the par value of one hundred (100) dollars each, of which five thousand shares, having a total par value of five hundred thousand (500,000) dollars shall be preferred stock, and ten thousand shares having a total par value of one million (1,000,000) dollars shall be common stock. The preferred stock shall be entitled to a cumulative preferred dividend from the net profits of the company at the rate of six per cent. per year. After the payment in any year of the six per cent. dividend upon the preferred stock, and all dividends at said rate upon the preferred stock unpaid in previous years, a dividend of six per cent. for that year may be paid upon the common stock from any net profits then remaining, and after the payment of six per cent. in any one year on both the preferred and the common stock, any net profits still remaining may be divided among all the shares without preference until a total dividend for that year of ten per cent. on all the stock shall have been paid, after which any remaining net profits may be divided among the common stockholders.

The name of the Company shall be The United Fast Color Eyelet Company, and it is hereinafter referred to as the "New Company". Sidney W. Winslow shall be elected President of the New Company, but the position may be held temporarily by some other person.

The New Company shall be empowered to manufacture and sell eyelets, hooks, rivets, lacing studs, and similar articles, and to acquire and hold stock in any corporation or corporations doing a similar business, and deal in Letters Patent and inventions and rights therein and all machinery, processes and products used or useful in connection therewith, and the powers may be made broader

than the terms of this agreement in case the incorporators shall deem it wise; but the New Company shall not be bound to extend its business beyond the manufacture and sale of plastic covered eyelets.

Upon the organization of this New Company, the parties of the first part shall transfer to said New Company the following property:

1. One hundred and fifty-four thousand eight hundred and fifty-two shares of the capital stock of the said Boston Company, of which one share each shall be held in the name of the said Kempshall, King, and Tolman until they cease to be Directors of the Boston Company, when said shares shall be transferred to the New Company.

2. All the right of the said King, Kempshall, and Tolman or any of them, to any part in the profit of said Boston Company relating to foreign business, or of the National Company relating to foreign business, either by virtue of a vote of the said Boston Company, passed April 13, 1898, or by reason of any other contracts relating thereto, subject to the payment to said King of \$5,000 for his rights therein.

3. All the rights of the said Springfield Company under the terms of said contract of May 29, 1897, or otherwise, relating to the manufacture of eyelets which the said King, Kempshall, and Tolman, or any of them, has heretofore acquired.

4. An agreement on the part of the said King to take such active part as may be assigned to him by the said New Company in carrying on the foreign and other business of the Boston Company and the New Company, for a period of fifteen years.

5. An agreement of the said Tolman and of the said Kempshall, whenever requested by the United Company, within the period of fifteen years from the date hereof, to assist the New Company and the Boston Company, receiving for such services reasonable compensation.

6. The entire right, title and interest which the said King, Kempshall, and Tolman and each of them may now have or may hereafter within fifteen years from the date hereof acquire as the result of

invention, purchase, or otherwise, in, to, and under all inventions, applications for Letters Patent, and Letters Patent of the United States and foreign countries relating to covered eyelets or relating to any machinery, plant, processes or products used or intended for use or useful in the manufacture thereof or the application thereof to or the insertion thereof into the material into which they are to be inserted. Also a joint and several agreement on the part of the said King, Kempshall, and Tolman that they will, upon request of the New Company or the United Company or either of them, assign and convey to the New Company all such inventions, applications for Letters Patent, and Letters Patent of the United States or foreign countries except such inventions and applications for Letters Patent and Letters Patent as have been heretofore conveyed by them or either of them to some other persons or corporations; and that they will execute proper applications for Letters Patent of the United States and foreign countries for any such inventions, and sign all papers necessary to desirable to enable the said New Company, or such person or corporation as it may choose, to make, in its own name, such applications if it desires, and that they will do all other acts necessary or desirable to cause full title to such Letters Patent and applications for Letters Patent and any Letters Patent which may be issued upon such applications, or for such inventions, to be vested in the New Company or such persons or corporations as it may desire, subject to the right of Sidney W. Winslow under three agreements of even date herewith to patents and inventions not adapted for use in the covered eyelet business, and to a license to use any patents or inventions which are adapted for use in the covered eyelet business in the business of making, selling, or applying enamel or japanned or plain eyelets or rivets or lacing studs of any kind to boots, shoes, or other materials.

Also a joint and several agreement on the part of the said King, Kempshall, and Tolman that they will not, jointly or severally, at any time prior to July first, 1915, enter the employ or become interested in the business of any person, corporation, partnership, or association, the business of which is hostile to the development and prosperity of the business relating to covered eyelets carried

on by the said New Company (either directly or through the Boston Company) except with the consent of the United Company.

7. The agreement of the said King to transfer to the New Company, or such person or corporation as it may request, as soon as he may legally do so, the shares held by him in the said National Company personally or for others.

8. The agreement by the said King, Kempshall, and Tolman to transfer on demand to the said New Company every right or interest whatsoever which they have relating to the production or sale of covered eyelets, and especially all right, title and interest in stock of any corporation (except such stock in the New Company as they are to retain in accordance with the terms hereof) or any business relating to covered eyelets or machinery used or to be used in the manufacture thereof or the application thereof to the material in which they are to be inserted, or in connection therewith.

Second: The said Tolman shall forthwith present his resignation as Treasurer of the Boston Company to the Directors of the Boston Company, and Charles H. Willson shall be elected Treasurer in his place. The said Kempshall shall forthwith place his resignation as President in the hands of the United Company, and the said King, Kempshall, and Tolman shall forthwith place their resignations as Directors in the hands of the United Company and will cause them to be accepted and such persons elected in their places as the United Company shall request.

Third: After the issue for cash of shares in the New Company necessary to qualify the officers there shall be issued jointly to the said King, Kempshall, and Tolman in payment for the property and rights transferred by them to the New Company above mentioned, one million dollars in par value of the common stock of the said New Company, and three hundred thousand dollars in par value of the preferred stock, as hereinafter provided,

Upon the issue of the said stock to the said King, Kempshall, and Tolman, they shall at once transfer the said stock as follows:—

(a) Fifty thousand dollars (\$50,000) in par value of said pre-

ferred shares, being 500 shares of the par value of one hundred dollars (\$100) each, shall be transferred to the said King.

(b) Fifty thousand dollars (\$50,000) in par value of said preferred shares, being 500 shares of the par value of one hundred dollars (\$100) each, shall be transferred to the said Kempshall.

(c) Fifty thousand dollars (\$50,000) in par value of said preferred shares, being 500 shares of the par value of one hundred dollars (\$100) each, shall be transferred to the said Tolman.

(d) Five thousand dollars (\$5,000) in par value of said preferred shares, being 50 shares of the par value of one hundred dollars (\$100) each, shall be transferred to the said King, Kempshall, and Tolman in such proportions as they shall agree.

(e) One million dollars (\$1,000,000) in par value of said common shares of said Company, being 10,000 shares of the par value of one hundred dollars (\$100) each, shall be transferred to the United Company as its absolute property and for its sole benefit.

(f) One hundred and forty-five thousand dollars (\$145,000) in par value of said preferred shares of said Company, being 1450 shares of the par value of one hundred dollars (\$100) each, shall be transferred to the United Company.

Fourth: The remainder of the authorized capital shall not be issued at once but shall be held unissued until the New Company shall find it desirable to use it to acquire further businesses or property or cash for carrying on its business.

Fifth: The United Company shall pay in cash to the said King the sum of Thirty-five thousand dollars (\$35,000), for which sum the said King shall assign to the said United Company a debt of Twenty thousand dollars (\$20,000) due from the said Boston Company to the said King; and five promissory notes of Four thousand dollars (\$4,000) each, dated July 2nd, 1900, and given to the said King for said debt, which notes the said King shall endorse to the said United Company without recourse to him; and the said King, Kempshall, and Tolman shall also assign to the United Company all other debts due to them or either of them from said Boston Company except the sum of Five thousand dollars (\$5,000) due from the said Boston Company to the said King by virtue of two

promissory notes for \$2,500 each, dated July 2nd, 1900, and payable ; and the said King, Kempshall, and Tolman covenant and agree that, except for the debts due to them and hereby agreed to be transferred to the United Company, and the further debt of \$5,000 due from the Boston Company to the said King upon said two notes of \$2,500 each, and current debts amounting to \$6,-138.88, and certain liabilities to Latham & Nourbourn and the Florence Manufacturing Company not now due but contingent under certain written contracts, the said Boston Company is free from all debts whatsoever.

They further jointly and severally covenant and agree that they will at once pay any just claims and demands which shall be found to exist against the said Boston Company outside of the claims hereby agreed to be transferred and outside of the said other indebtedness above expressly excepted.

Sixth : In case at any time within five years from the date hereof, the said King, Kempshall, and Tolman, or either of them, shall willfully or knowingly fail to perform any of their joint or several covenants herein contained, or any of those covenants to be made with the New Company pursuant to the terms hereof ; then, the individual thus failing to carry out his said covenants, shall forfeit all right to dividends upon the preferred and common stock of the New Company which he is to receive in accordance with the terms of this instrument.

Seventh : The term "covered eyelets" wherever used in this agreement shall include the kind of covered eyelets referred to in said agreement of May 29, 1897, with the National Company, and all eyelets covered with celluloid or similar material, but shall not include enamelled eyelets or japanned eyelets or uncovered eyelets.

Eighth : The said King, Kempshall, and Tolman covenant and agree that they will do all acts and sign all instruments which may be necessary or desirable to fully carry out the intent of this instrument and vest in the New Company and the United Company the full benefit and advantage of the rights hereby agreed to be conveyed to the said New Company or the said United Company, or intended so to be, and they and each of them appoint the United

Company and its successors and assigns their true and lawful attorneys in the name of them or either of them, or in its own name, to do all acts necessary or desirable to secure to the New Company or to the United Company the full benefit and advantage of the rights hereby conveyed or intended so to be, and for said purpose authorize it to appoint a substitute or substitutes and at pleasure to revoke such appointment.

The reasonable expenses relating to the formation of the Company and the transfer to it of the property and rights herein provided for shall be borne by the New Company.

In Witness Whereof, the said Theophilus King, Henry Tolman, and Eleazer Kempshall have hereunto set their hands and seals, and the said United Shoe Machinery Company has caused this instrument to be signed and its corporate seal to be hereto affixed on the day and year first above written.

THEOPHILUS KING [SEAL]

ELEAZER KEMPSHALL [SEAL]

HENRY TOLMAN [SEAL]

[SEAL]

UNITED SHOE MACHINERY CO.

by Sidney W. Winslow, President.

PLAINTIFF'S EXHIBIT 82.

[Put in Evidence, page 504.]

This agreement made at Boston, Massachusetts, this 30th day of June, 1900, by and between Theophilus King, of Quincy, Massachusetts, and Henry Tolman and Eleazer Kempshall, both of Boston, Massachusetts, and the United Shoe Machinery Company, a corporation duly organized in accordance with the laws of the State of New Jersey, and having a usual place of business in Boston, Massachusetts, hereinafter called the United Company, and Sidney W. Winslow, of Beverly, Massachusetts, hereinafter called the Trustee; Witnesseth: That

Whereas, certain inventions relating to the manufacture and sale of lacing studs, japanned eyelets and plain eyelets, or a license under the same, are to be transferred by the Boston Fast Color

Eyelet Company to the said Sidney W. Winslow, as trustee, to be held by him under the terms of this instrument, especially including the Letters Patent included in the list hereinafter given; and

Whereas, the parties desire to provide for the ownership and conduct of the business of manufacturing and selling lacing studs, or jappaned or plain eyelets, or all of them, in case it is deemed wise to enter upon the said business, or to dispose of it if it is deemed desirable;

Now Therefore in consideration of the covenants of the respective parties herein contained, the parties covenant and agree as follows:—

The said King, Kempshall and Tolman covenant and agree that they will cause to be transferred to Sydney W. Winslow of Beverly, Massachusetts, as trustee, for the purposes hereinafter stated, the following Letters Patent of the United States and foreign countries to wit:—

UNITED STATES OF AMERICA.

No. 552,841	Jan. 7, 1896.	No. 595,482	Dec. 14, 1897.
553,165	Jan. 14, 1896.	599,906	Mar. 1, 1898.
569,971	Oct. 20, 1896.	532,204	Jan. 8, 1898.
569,968	Oct. 20, 1896.	569,969	Oct. 20, 1896.
571,596	Nov. 17, 1896.	599,905	Mar. 1, 1898.
579,112	Mar. 16, 1897.	599,904	Mar. 1, 1898.
548,316	Oct. 22, 1895		

DESIGN PATENTS.

No. 25,836	July 28, 1896.	No. 25,863	Aug. 4, 1896.
25,837	July 28, 1896.	25,864	Aug. 4, 1896.
25,939	Aug. 18, 1896.		

DOMINION OF CANADA.

No. 51,825	of April 1, 1896.	No. 54,735	of Jan. 23, 1897.
License under No. 54,732 of Jan. 22, 1897.			

GREAT BRITAIN.

No. 2923	and No. 5924	of Mar.	No. 10,918	of Feb. 24, 1897.
17, 1896.			17,163	of July 20, 1897.

BELGIUM.

No. 120,485 Mar. 17, 1896. License under No. 120,486 of
 128,809 May 6, 1897. Mar. 17, 1896.
 120,488 Mar. 17, 1896.

GERMANY.

No. 96,736 Oct. 7, 1897.

FRANCE.

No. 254,815 Mar. 17, 1896. No. 268,896 July 20, 1897.
 266,648 May 5, 1897. 254,817 Mar. 17, 1896.
 License under No. 254,816 Mar. 17, 1896

also all other inventions, applications for Letters Patent and Letters Patent of the United States or foreign countries owned or controlled by the Boston Fast Color Eyelet Company, or in which it has any interest relating exclusively to lacing studs, japanned eyelets or plain eyelets, and an exclusive license to use, so far as the manufacture or insertion of lacing studs, japanned eyelets and plain eyelets are concerned, for the full term of the patents, inventions or improvements which do not relate exclusively to the manufacture of lacing studs, japanned eyelets or plain eyelets, but may be useful in the manufacture thereof.

And the said King covenants and agrees that he will pay to the said Boston Company for its rights in said patents the sum of twenty-five hundred dollars (\$2500), to be paid by the surrender to said Boston Company of an indebtedness of said Boston Company of twenty-five hundred dollars (\$2500), which sum the United Company shall pay the said King on said surrender in return for the interest in said Letters Patent and inventions, and the other rights acquired by the United Company under this instrument.

The said King, Kempshall and Tolman jointly and severally covenant and agree that, in consideration of the covenants of the said Winslow herein contained, they will assign to the said Winslow all Letters Patent and applications for Letters Patent of the United States and foreign countries and all inventions which they or either of them own or control, or in which they or either of them have any interest, or which they or either of them shall make or

acquire or control or obtain any interest in within fifteen years from the date hereof which relate to lacing studs, japanned eyelets or plain eyelets, and all inventions, patents, and applications for Letters Patent of the United States and all foreign countries, relating to eyelets of any kind, or the manufacture or insertion thereof, except such inventions, applications for patents, and patents as are expressly reserved to the United Fast Color Eyelet Company under the provisions of an agreement of even date herewith between the United Shoe Machinery Company and the said King, Kempshall and Tolman, or to the said Winslow trustee, under the terms of an agreement of even date herewith between the said King, Kempshall and Tolman and the said United Shoe Machinery Company and the said Winslow trustee; and also will secure to the said Winslow, trustee, the exclusive right to use, so far as the manufacture or insertion of lacing studs, japanned eyelets, plain eyelets and eyelets of all kinds (except enamelled eyelets and covered eyelets) are concerned, for the full term of the patents, any inventions or improvements which are to be conveyed to the said United Fast Color Eyelet Company or the said Winslow, trustee, under the terms of one of said agreements of even date herewith, but which do not relate exclusively to the manufacture of lacing studs, japanned eyelets, or plain eyelets, but may be useful in the manufacture thereof.

And the said King, Kempshall and Tolman jointly and severally covenant and agree that they and each of them will do all acts and execute all applications for Letters Patent and all licenses and other instruments which may be necessary or desirable to procure, and to vest in the said Winslow, trustee, the entire right, title and interest in such Letters Patent as are to be conveyed to said Winslow, trustee, under the terms hereof and to secure to the said Winslow, trustee, such licenses under Letters Patent as are to be granted the said Winslow, trustee, in accordance with the terms hereof, it being the understanding of the parties hereto that the rights of the said Winslow, trustee, to said Letters Patent, inventions, and licenses are subject to the rights of the United Company under an agreement of even date herewith, entered into

between the said King, Kempshall and Tolman and the United Company, and the rights of a new corporation to be called the United Fast Color Eyelet Company, which is to be formed as provided for in said agreement.

The said Winslow, trustee, shall have the right to continue to build up and carry on the business of manufacturing and selling, or otherwise disposing of lacing studs, or japanned eyelets, or plain eyelets, and all profits which he shall make in the conduct of the business may be retained in the business as a working capital, or may be by him paid to the United Company as its own property, free and discharged of this trust.

The said Winslow, trustee, may at any time form a corporation and transfer the property held by him in trust hereunder to said corporation for such portion of its capital stock as he shall deem proper, or he may at any time sell the property held by him as trustee hereunder; and when such a sale or transfer of the property held by him hereunder shall be made by the said Winslow, trustee, he shall give to said King two per cent of the net proceeds received from such sale or transfer after the payment of all existing indebtedness and liabilities, and to the said Kempshall two per cent, and to the said Tolman two per cent of the said proceeds. But it is understood and agreed that the said Winslow, trustee, is not bound in any way whatever to make such sale or transfer, but that he can continue to manage the business as said trustee, and to turn over all profits which may be derived therefrom to the United Company so long as he shall desire to do so.

The said Winslow, trustee, shall have authority to borrow money to carry on the business herein provided for, and to pledge the property held by him as trustee hereunder to secure the payment thereof and the United Company may loan money to said Winslow, trustee, for carrying on and developing said business and may acquire from the said Winslow, trustee, security to secure the payment of the money thus loaned.

Nothing in this agreement shall prevent the United Company from undertaking for its own exclusive benefit the manufacture and sale or disposal of lacing studs, or japanned or plain or other eye-

lets, and the manufacture, lease, or disposal otherwise of machines for the insertion of lacing studs or eyelets.

In Witness Whereof, the said Theophilus King, Henry Tolman and Eleazer Kempshall have hereunto set their hands and seals and the said United Shoe Machinery Company has caused its corporate name and seal to be hereto affixed and the said Sidney W. Winslow, trustee, has hereunto set his hand and seal on the day and year first above written.

THEOPHILUS KING [SEAL]

ELEAZER KEMPSTALL [SEAL]

HENRY TOLMAN [SEAL]

SIDNEY W. WINSLOW [SEAL]

[SEAL]

UNITED SHOE MACHINERY CO.

By Sidney W. Winslow President.

PLAINTIFF'S EXHIBIT 83.

[Put in Evidence, page 506.]

This Agreement, made this 30th day of June, 1900, by and between Theophilus King, of Quincy, Massachusetts, and Henry Tolman and Eleazer Kempshall, of Boston, Massachusetts, and the United Shoe Machinery Company, a corporation duly organized in accordance with the laws of the State of New Jersey, and having a usual place of business in Boston, Massachusetts, hereinafter called the United Company, and Sidney W. Winslow, of Beverly, Massachusetts, hereinafter called the Trustee, Witnesseth : That

Whereas, the said King and Eleazer Kempshall and Henry Tolman are the owners of sixty thousand (60,000) shares in the capital stock of the Enamel Eyelet Company, a corporation duly organized according to the laws of the State of Maine, hereinafter called the Enamel Company, the entire capital stock of said Enamel Company consisting of one hundred thousand (100,000) shares, of which eighty thousand (80,000) shares only are issued ; and

Whereas, the said King, Kempshall and Tolman desire the devel-

opment of said business to be taken up by the said Sidney W. Winslow;

Now, Therefore, in consideration of the covenants of the respective parties herein contained, the parties covenant and agree as follows:—

The said King, Kempshall and Tolman covenant and agree that they will cause to be transferred to Sidney W. Winslow, of Beverly, Massachusetts, as trustee, for the purposes hereinafter stated, the entire sixty thousand shares in said Enamel Eyelet Company hereinbefore referred to; the Letters Patent of the Boston Fast Color Eyelet Company, No. 24,867, dated November 12, 1895, relating to enamel eyelets under which the said Enamel Company has a license; and also the entire right, title, and interest in and to all Letters Patent of the Boston Company relating exclusively to enamel eyelets or the manufacture thereof, together with such license for the full term thereof, under any patents and reissues thereof owned by the Boston Company, as shall be necessary to give the said Winslow and his assigns the exclusive right under said patents to manufacture and sell enamel eyelets embodying the inventions of said Letters Patent, and also the right to use for the full term of the patents in the manufacture of enamel eyelets any inventions belonging to the Boston Company which may be useful in the manufacture of such eyelets, together with an assignment to the said Winslow of all its right, title, and interest to any share in the assets or earnings, present or future, of the Enamel Eyelet Company. The said King shall pay to the said Boston Company, for its rights in said patents and said assignment of the share in the assets or earnings of the Enamel Company the sum of \$2,500, to be paid by the surrender to said Boston Company of a promissory note of said Boston Company of \$2,500, dated payable which sum the United Company shall pay the said King on said release in return for the interest in said Enamel Company and patents and other rights acquired by the United Company under this instrument.

The said King, Kempshall and Tolman further jointly and severally covenant and agree that, in consideration of the covenants

of the said Winslow, Trustee, herein contained, they will assign to the said Winslow, Trustee, all Letters Patent and applications for Letters Patent of the United States and foreign countries, and all inventions which they or either of them own or control, or in which they or either of them have any interest, or which they or either of them shall make or acquire or control or obtain any interest in within fifteen years from the date hereof, which relate especially to enamel eyelets or the manufacture thereof; and also will secure the said Winslow, Trustee, the exclusive right to use, so far as the manufacture of enamel eyelets is concerned, for the full term of the patents, any inventions or improvements which may not relate exclusively to the manufacture of enamel eyelets but may be useful in the manufacture thereof.

And the said King, Kempshall and Tolman jointly and severally covenant and agree that they and each of them will do all acts and execute all applications for Letters Patent and all licenses and other instruments which may be necessary or desirable to procure, and to vest in the said Winslow, Trustee, the entire right, title, and interest in such Letters Patent as are to be conveyed to said Winslow, Trustee, under the terms hereof, and to secure to the said Winslow, Trustee, such licenses under Letters Patent as are to be granted the said Winslow, Trustee, in accordance with the terms hereof, it being the understanding of the parties hereto that the rights of the said Winslow, Trustee, to said letters patent, inventions and licenses are subject to the rights of the United Company under an agreement of even date herewith entered into between the said King, Kempshall and Tolman and the United Company, and the rights of a new corporation to be called the United Fast Color Eyelet Company, which is to be formed as provided for in said agreement.

The said King, Kempshall and Tolman further jointly and severally covenant and agree that they and each of them will, without further consideration than is hereinafter provided, use their best endeavors to enable the said Winslow to make the said enamel eyelet business carried on by said Winslow successful; and that for the period of fifteen years from the date hereof neither they or

either of them will enter into any business in competition therewith, except with the consent of the said Winslow in writing.

The said Winslow, Trustee, shall have the right to continue to build up and carry on the business of manufacturing and selling or otherwise disposing of enamel eyelets, and all profits which he shall make in the conduct of the business may be retained in the business as working capital or may be by him paid to the United Company as its own property free and discharged of this trust.

The said Winslow, Trustee, may at any time form a corporation and transfer the property held by him in trust hereunder to said corporation for such portion of its capital stock as he shall deem proper, or he may at any time sell the property held by him as trustee hereunder, and when such a sale or transfer of the property held by him hereunder shall be made by the said Winslow, Trustee, he shall give to said King two per cent. of the net proceeds received from such sale or transfer after the payment of all existing indebtedness and liabilities, and to the said Kempshall two per cent., and to the said Tolman two per cent. of said net proceeds. But it is understood and agreed that the said Winslow, Trustee, is not bound in any way whatever to make such sale or transfer, but that he can continue to manage the business as said trustee and to turn over all profits which may be derived therefrom to the United Company so long as he shall desire to do so.

The said Winslow, Trustee, shall have authority to borrow money to carry on the business herein provided for, and to pledge the property held by him as trustee hereunder to secure the payment thereof; and the United Company may loan money to the said Enamel Company or to the said Winslow, Trustee, for carrying on and developing said business, and may acquire from the Enamel Company or the said Winslow, Trustee, security to secure the repayment of the moneys thus loaned.

Nothing in this agreement shall prevent the United Company from undertaking for its own exclusive benefit the manufacture and sale or disposal of enamel or other eyelets, and the manufacture, lease, or disposal otherwise of machines for the insertion of enamel or other eyelets.

The United Company further covenants and agrees that it will cause to be transferred to the said King, Kempshall and Tolman, after the transfer by them to the said Winslow, Trustee, of the shares in the Enamel Eyelet Company and other rights above provided, twenty-five thousand dollars (\$25,000) each in par value of the preferred capital stock of a corporation to be formed under the provisions of an agreement of even date herewith, to be called the United Eyelet Company.

In Witness Whereof the said Theophilus King, Henry Tolman, Eleazer Kempshall and Sidney W. Winslow have hereto set their hands and seals and the said United Shoe Machinery Company has caused its corporate name and seal to be hereto affixed on the day and year first above written.

THEOPHILUS KING [SEAL]

ELEAZER KEMPSTALL [SEAL]

HENRY TOLMAN [SEAL]

SIDNEY W. WINSLOW [SEAL]

[SEAL]

UNITED SHOE MACHINERY CO.

By Sidney W. Winslow, President.

PLAINTIFF'S EXHIBIT 84.

[Put in Evidence, page 507.]

This Agreement made this 30th day of June A. D., 1900, by and between Theophilus King, of Quincy, Massachusetts, the United Shoe Machinery Company, a corporation duly organized in accordance with the laws of the State of New Jersey and having a usual place of business in Boston, Massachusetts, hereinafter called the United Company, and Sidney W. Winslow, of Beverly, Massachusetts, hereinafter called the Trustee; Witnesseth: That

Whereas, the said King is the owner of certain machinery, rivets, and other property, Letters Patent, applications for Letters Patent, and inventions relating to rivets:

Now therefore, in consideration of the covenants of the respective parties herein contained, the parties covenant and agree as follows:—

Said King covenants and agrees that he will cause to be transferred to Sidney W. Winslow of Beverly, Massachusetts, as trustee for the purposes hereinafter stated, the following property, to-wit : —

Six (6) rivet-making machines and special tools for making the same; four or more hand setters; thirty to forty bench setters; twenty to twenty-five foot-power setting machines complete; twenty to twenty-five power setting machines, six completed and the others nearly completed; two rattlers; the belting attached to the rattlers and other machines; material for making rivets, in all one or two tons; manufactured rivets, from one to three tons; being the machinery now or recently situated at 133 Oliver Street in said Boston, and being all the rivet-making machinery, rivets, and rivet materials owned by the said Theophilus King, the greater part of said material having been purchased by the said King from the Reversible Rivet and Stud Company.

Also the following Letters Patent of the United States and Applications for Letters Patent of the United States and licenses under the same : —

No. 547,142	October 1, 1895	H. H. Cummings
No. 552,042	December 24, 1895	H. S. Crombie
No. 561,324	June 2, 1896	E. Kempshall
No. 565,855	August 11, 1896	H. H. Cummings
No. 580,638	April 13, 1897	H. S. Crombie
No. 616,729	December 27, 1898	G. L. Reenstierna
No. 628,098	July 4, 1899	E. Kempshall
No. 648,883	May 1, 1900	G. L. Reenstierna

Application Serial Number 641,257 to E. Kempshall for Riveting Machine;

Application Serial Number 656,332 to G. L. Reenstierna for Clutch Mechanism;

Application Serial Number 657,551 to for Feeding Mechanism.

Also all other Letters Patent, applications for Letters Patent and inventions, as well of the United States as of foreign countries, owned or controlled by the said King, relating to rivets or in which he has any interest. Also all the capital stock held by

the said King in the Reversible Rivet and Stud Company, a corporation duly organized according to the laws of the State of Maine and having a usual place of business in being shares, the entire issue of the capital stock of the Reversible Rivet and Stud Company being shares.

The said King further covenants and agrees that in consideration of the covenants of the said Winslow, herein contained, he will assign all other Letters Patent, applications for Letters Patent or inventions of the United States which he owns or controls, or in which he has any interest, relating to rivets or to any machinery or processes for making the same or applying the same to the material in which they are to be inserted. The said King will also convey to said Winslow all future inventions which he shall, for the period of fifteen years, make or acquire or control, or in which he has any interest, and all Letters Patent and applications for Letters Patent for such inventions which he shall own or control, or in which he has any interest for said period of fifteen years from the date hereof. And he covenants and agrees that he will do all acts and execute all applications for Letters Patent and other instruments which may be necessary or desirable to procure Letters Patent for such inventions and upon such applications in the United States and all foreign countries in the name of the said Sidney W. Winslow; and vest in him, the said Winslow, the entire right, title, and interest in said Letters Patent and said inventions and any Letters Patent for the United States or foreign countries which may be issued upon such applications for Letters Patent or for the inventions therein described.

The agreements of the said King herein contained, however, are subject to the rights of the United Company and a proposed corporation, the United Fast Color Eyelet Company, to inventions not relating exclusively to rivets, and the right of the said Winslow under the terms of this agreement to such inventions, Letters Patent and applications shall be confined to a license under such Letters Patent so far as they relate to rivets, or machinery, or processes for making the same or applying the same to the material in which they are to be inserted.

The said King further covenants and agrees that he will, without further consideration than is hereinafter provided, use his best endeavors to enable the said Winslow to make the said rivet business, carried on by said Winslow, successful; and that, for the period of fifteen years from the date hereof, he will enter into no business in competition therewith except with the consent of the said Winslow, in writing.

Said Trustee may take such means as he deems wise to secure a profit from the property hereby conveyed to him, and for that purpose may sell the whole or any part of the property hereby conveyed to him in trust, at public auction or private sale, upon such terms as he may deem wise, and the purchaser shall not be bound to see to the application of the purchase money.

The said United Company shall pay to the said King, on the transfer to the said Winslow, Trustee, of the property above set forth, \$25,000 in par value of the preferred stock of the United Fast Color Eyelet Company, a corporation to be hereafter formed, said preferred stock to be of the par value of \$100 per share.

The said Winslow, Trustee, shall have the right to continue to build up and carry on the business of manufacturing and selling or otherwise disposing of rivets in such manner as he shall deem wise, and all profits which he shall make in the conduct of the business may be retained in the business as a working capital, or may be by him paid to the United Company as its own property free and discharged of this trust.

The said Winslow, Trustee, may at any time form a corporation and transfer the property held by him in trust hereunder to said corporation for such portion of its capital stock as he shall deem proper, or he may at any time sell the property held by him as trustee hereunder, and when such a sale or transfer of the property held by him hereunder shall be made by the said Winslow, Trustee, he shall give to said King six per cent (6%) of the net proceeds received from such sale or transfer after the payment of all existing indebtedness and liabilities; but it is understood and agreed that the said Winslow, Trustee, is not bound in any way whatever to make such sale or transfer, but that he can continue to manage

the business as such trustee, and to turn over all proceeds which may be derived therefrom so long as he shall desire to do so.

The said Winslow, Trustee, shall have authority to borrow money to carry on the business herein provided for, and to pledge the property held by him as trustee hereunder to secure the payment thereof; and the United Company may loan money to said Winslow, Trustee, for carrying on and developing said business, and may acquire from said Winslow, Trustee, security to secure the payment of the money thus loaned.

Nothing in this agreement shall prevent the United Company from undertaking, for its own exclusive benefit, the manufacture and sale or disposal of rivets and the manufacture, lease or disposal otherwise of machines for the insertion of rivets.

In Witness Whereof, the said King and Winslow have hereunto set their hands and seals and the United Shoe Machinery Company has caused its corporate name and seal to be hereto affixed on the day and year first above written.

[SEAL]

THEOPHILUS KING

[SEAL]

SIDNEY W. WINSLOW

[SEAL]

UNITED SHOE MACHINERY CO.

by Sidney W. Winslow

PLAINTIFF'S EXHIBIT 85.

[Put in Evidence, page 507.]

This agreement, between Theophilus King of Quincy, Massachusetts, and the United Shoe Machinery Company, a corporation duly organized according to the laws of the State of New Jersey, and having a usual place of business in Boston, Massachusetts, hereafter called the United Company; Witnesseth: that

Whereas, by an agreement of even date herewith, to be herewith delivered, between the said King and Henry Tolman and Eleazer Kempshall and the said United Company, it was provided that all the debts due the said King from the Boston Fast Color Eyelet Company should be transferred to the said United Company and that all the rights of the said King, Kempshall and Tolman as to

foreign business should be transferred to a new company, subject to the repayment to the said King of \$5,000; and,

Whereas, it is desired by the parties hereto that the said King shall have the benefit of a note for \$2,500, signed by the Boston Fast Color Eyelet Company, payable to said King two months from date, dated July 2, 1900, notwithstanding his said agreement of even date herewith to assign all such debts to the United Company; and that the said United Company shall have the sum of \$5,000 from the foreign business of the said King, Kempshall and Tolman, which is, by said agreement of even date herewith, to be reserved for said King:

Now Therefore, in consideration of the agreements of the respective parties herein contained, and of the execution of said instrument of even date herewith by the parties, and other valuable considerations, the receipt of which is acknowledged by each of the parties, the parties hereto covenant and agree as follows:—

The said King assigns to the said United Company the right to profits from the foreign business relating to eyelets of the Boston Fast Color Eyelet Company and the National Fast Color Eyelet Company, referred to in said agreement, and now carried on by him, to the extent of \$5,000; and will execute all further instruments and do all further acts necessary to secure said sum for the United Company.

The said United Company agrees that said note of \$2,500 dated July 2nd, 1900, payable to said King 2 months from date, above referred to, may be retained by the said King for his own use and need not be transferred to the United Company as provided by his said agreement of even date herewith.

In Witness Whereof, the said King has hereunto set his hand and seal, and the United Shoe Machinery Company has caused this instrument to be signed and its corporate seal to be hereto affixed by Sidney W. Winslow, its President, this thirtieth day of June, A. D. 1900.

[SEAL]

THEOPHILUS KING

[SEAL]

UNITED SHOE MACHINERY CO.

by Sidney W. Winslow, President.

PLAINTIFF'S EXHIBIT 86.

[Put in Evidence, page 512.]

Agreement made this thirtieth day of January 1901 between Willard B. Hosmer, of Boston in the State of Massachusetts, party of the first part, Sidney W. Winslow, of Beverly, in said State, party of the second part, and United Shoe Machinery Company, a corporation organized and existing under the laws of the State of New Jersey, and having an office in said Boston (hereinafter called the United Company) party of the third part.

Whereas said Hosmer with Joseph E. Bertrand of said Boston as parties of the one part, entered into a certain agreement in writing dated the 15th day of December 1900 with said Winslow as party of the other part, providing for the sale by said Hosmer and Bertrand and for the purchase by said Winslow of all the shares of the capital stock of the Bay State International Shoe Machinery Company, which agreement is hereinafter referred to as the "Option Contract", and which is made a part hereof;

And Whereas the said Winslow has duly and seasonably notified the said Bertrand and Hosmer that he has elected to waive the right to rescind said option contract (which right was conferred upon him by said option contract), and that he will complete the purchase of said shares on or before sixty days from the date of said option contract;

And Whereas the said United Company has this day delivered to said Bertrand a certificate or certificates endorsed for transfer to said Bertrand for six hundred (600) shares of the fully paid up Preferred capital stock of the United Company of the par value of Fifteen Thousand Dollars (\$15,000) and has delivered to the said Hosmer a certificate or certificates endorsed for transfer to said Hosmer for four Hundred (400) shares of the fully paid up Preferred capital stock of the United Company of the par value of Ten Thousand Dollars (\$10,000) in satisfaction of Twenty-five Thousand Dollars (\$25,000) of the purchase money provided to be paid to said Hosmer and Bertrand by Article One of said option contract.

And Whereas, the said Winslow has this day delivered to the

said Hosmer a certificate or certificates for One Thousand (1000) fully paid up shares of the Preferred capital stock of the United Company, of the par value of Twenty-five Thousand Dollars (\$25,000) with a duly executed power of attorney for transfer by the holder of record thereof.

Now the parties hereto agree as follows:—

1. The said Hosmer shall if requested so to do within fourteen (14) days from the date of these presents, by said Winslow or the United Company forthwith borrow the sum of Twenty-five Thousand Dollars (\$25,000) for a period not exceeding six months, upon his, the said Hosmer's promissory note or notes, and shall deliver the said sum of Twenty-five Thousand Dollars (\$25,000) to such person as the said Winslow or the United Company shall designate to receive and apply the same to the cost and expenses of procuring the cancellation by the London Shoe Machinery Syndicate of a certain written agreement, dated the 8th day of October 1900, made between the Bay State International Shoe Machinery Company and said London Shoe Machinery Syndicate (referred to in said option contract) and all contracts existing between said International Company and said Syndicate, and the conveyance and delivery to said International Company of the property of said Syndicate conformably and pursuant to the provisions of Article 4 of said option contract.

2. The United Company promises, on or before six months from the delivery of said sum of Twenty-five Thousand Dollars (\$25,000) to the person it or the said Winslow shall designate to receive and apply the same, to pay to said Hosmer the sum of Twenty-five Thousand Dollars (\$25,000) plus such amount as the said Hosmer shall have paid as interest or discount on his said promissory note or notes, upon the surrender to said Winslow or his order of the certificate or certificates for One Thousand (1000) shares of the Preferred capital stock of the United Company which have been delivered by said Winslow to said Hosmer as aforesaid.

In Witness Whereof, the parties of the first and second parts have hereto set their hands and seals and the party of the third part has caused its corporate seal to be hereto affixed and these

presents to be signed by its Asst. Treasurer the day and year first above mentioned.

Executed in Duplicate.

WILLARD B. HOSMER

[SEAL]

SIDNEY W. WINSLOW

[SEAL]

[SEAL]

UNITED SHOE MACHINERY COMPANY

By Edwd. P. Hurd, Asst. Tres.

We, the undersigned, Joseph E. Bertrand and Willard B. Hosmer, hereby acknowledge to have received from Sidney W. Winslow a certificate or certificates endorsed for transfer to Joseph E. Bertrand for Six Hundred (600) shares of the fully paid up Preferred capital stock of the United Shoe Machinery Company, of the par value of Fifteen Thousand Dollars (\$15,000) and a certificate or certificates endorsed for transfer to Willard B. Hosmer for Four Hundred (400) shares of the fully paid up Preferred capital stock of said United Shoe Machinery Company, of the par value of Ten Thousand Dollars (\$10,000) in full satisfaction of Twenty-five Thousand Dollars (\$25,000) of the purchase money provided to be paid to us by said Winslow for shares of the capital stock of the Bay State International Shoe Machinery Company by a certain written contract made the 15th day of December 1900 between us, the said Bertrand and Hosmer, of the one part and the said Winslow, of the other part.

Witness our hands this thirtieth day of January 1901.

GEORGE ELI BERTRAND

WILLARD B. HOSMER

PLAINTIFF'S EXHIBIT 87.

[Put in Evidence, page 514.]

Agreement made at Boston, Mass., this 20th day of September 1900, between Simon Ross of Cincinnati, Ohio and the United Shoe Machinery Company, a corporation organized and existing under the laws of the State of New Jersey.

Whereas the United Shoe Machinery Company has agreed to purchase all the shares of the Ross-Moyer Manufacturing Company, including the shares in that Company held by said Ross, and is willing to take the said Ross into its employ, either in the management of said Ross-Moyer Company, or in such other capacity as it shall elect,

Now it is agreed as follows:—

1. The said United Company agrees to employ the said Ross and to pay or cause to be paid to him a salary of not less than four thousand dollars (\$4,000.) per year in equal monthly installments, and said Ross agrees during his said employment to give to the United Company his exclusive time, services and skill.
2. In consideration of said purchase by the United Company and of its agreement to employ him as aforesaid, the said Ross agrees with the United Company and its successors and assigns that he will not during the period of ten years from the date of this instrument engage in the manufacture of, or deal in, or directly or indirectly aid, assist or encourage any one to engage in the manufacture of or deal in boot, shoe and leather working machinery, machines, tools or appliances in competition with said United Company, or corporations owned or controlled by it; and that he will not infringe, or aid or assist any one to infringe the trade marks, trade names, or letters patent now owned, or which shall hereafter be owned by said United Company, or by the corporations owned or controlled by it, and its or their successors or assigns in connection with the business of manufacturing and in dealing in boot and shoe and leather working machinery.
3. And said Ross for the consideration above mentioned further agrees to communicate and convey to said United Company any

and all inventions and improvements in or relating to boot and shoe leather working machinery, machines, tools and appliances which he has made but has not patented, and which he now owns, and all inventions or improvements in or relating to said art, which he shall hereafter, during the period of ten years from the date of this instrument, invent; and agrees to promptly disclose and explain to the officers or counsel of said United Company all such inventions or improvements in such manner as to enable the said United Company to have applications prepared for the grant of Letters Patent therefor and to practice such inventions or improvements; and agrees from time to time hereafter and at all times, when said United Company shall request him so to do, to do all such acts and to execute and make oath to all such applications, specifications, assignments and other written instruments as shall in the opinion of the counsel of the said United Company be reasonable and proper or necessary to obtain the grant of Letters Patent, both for the United States and for other countries for such inventions or improvements, and to vest the legal title to all such applications and patents in said United Company, or in such persons or corporations as it shall direct; the cost of all such applications, patents, assignments or other instruments to be borne by said United Company.

4. Inasmuch as said Ross is now interested as a holder of shares in the Consolidated Rotary Rounder Company, and in a certain harness and die business, formerly owned by the Ross-Moyer Company, it is agreed (notwithstanding any provisions in this agreement inconsistent herewith) that said Ross may continue to hold said interest until such time as he shall be able to dispose of the same, he agreeing to use reasonable diligence in disposing of them if the United Company shall request him so to do.

In Witness Whereof the said Simon Ross has set his hand and seal hereto and said United Company has caused its corporate seal to be affixed hereto and these presents to be signed by George W. Brown, its Treasurer, the day and year first above written.

S. ROSS.

UNITED SHOE MACHINERY CO.

By Geo. W. Brown, Treasurer.

PLAINTIFF'S EXHIBIT 88.

[Put in Evidence, page 517.]

Know all Men by these Presents :

That the Swain Fuller Manufacturing Company (hereinafter called "the vendor"), a corporation organized and existing under the laws of the State of Maine, and having an established place of business in Boston, in the State of Massachusetts, in consideration of the sum of Twelve thousand seven hundred and seventy-six dollars and ninety-two cents (\$12,776.92) to it paid by United Shoe Machinery Company (hereinafter called "the vendee"), a corporation organized and existing under the laws of the State of New Jersey and having an established place of business in said Boston, the receipt whereof is hereby acknowledged, has sold, transferred and delivered and by these presents does sell, transfer and deliver unto said vendee all the property of every name and nature belonging to the vendor as it stood at the opening of business on Monday the twenty-eighth day of January, 1901, situate in its premises at number 160 to 162 High Street and at number 130 Lincoln Street in said Boston, or wheresoever situate, together with the good-will of its business of manufacturing and dealing in boot and shoe machinery ; also the entire interest of the vendor in, to and under all inventions, letters patent and pending applications for letters patent which the vendor now owns or in which it has or is entitled to have an interest and the exclusive right to the use upon or in connection with boot and shoe machinery of all trademarks, and trade names heretofore adopted and used by the vendor. The machinery, goods and chattels hereby sold are described in an inventory, herewith delivered to the vendee by the vendor. All orders for machinery received by the vendor on and after January 1st, 1901, are hereby sold and are to be turned over to the vendee to be filled and the vendee shall have the proceeds of all such orders as have been filled since January 1st, 1901.

The vendor reserves and excepts from this sale the lease of its premises at number 160 to 162 High Street in Boston, Massachusetts, and the lease of its office and ware rooms at number 54 South

Street in said Boston, but it agrees that the vendee shall have the right to occupy and use the said premises on High Street during the month of February, 1901; but the vendee shall pay as rent for that month the sum of eighty-three dollars and thirty-three cents (\$83.33).

The vendor also reserves and excepts from this sale bills and accounts receivable outstanding and the cash on hand at the opening of business on the twenty-eighth day of January, 1901; all accounts and bills receivable created and cash received from sales or their disposition of any of the goods and chattels of the vendor made since the opening of business January 28, 1901 are hereby sold.

To Have and to Hold all and singular the premises hereby sold, conveyed and delivered to the vendee, its successors and assigns forever; and the vendor hereby covenants with the vendee that it is the lawful owner of all and singular the premises hereby sold and has good right to sell and dispose of the same as aforesaid; that the same are free from all encumbrances and that it will warrant and defend the same against the lawful claims and demands of all persons.

In Witness Whereof, said Swain Fuller Manufacturing Company has caused its corporate seal to be hereto affixed and these presents to be signed by Arthur Fuller, its Treasurer this 2d day of February 1901.

[SEAL]

SWAIN FULLER MANUFACTURING CO.

Arthur Fuller, Treasurer.

At a meeting of the stockholders of the Swain Fuller Manufacturing Company duly called and held at the office of the Company in Portland, Maine, on the Seventh day of June 1900, on motion duly made and seconded it was

Voted unanimously that the Directors are hereby authorized in their discretion to sell, assign, transfer and convey any and all property owned by the Swain Fuller Manufacturing Company.

A true copy from the records of the stockholders of the Swain Fuller Manufacturing Company.

[SEAL] Attest: Arthur Fuller, Treasurer.

At a meeting of the Board of Directors of the Swain Fuller Manufacturing Company duly called and held at the office of the Company in Boston, Mass., on the 30th day of January, 1901, on motion duly made and seconded it was

Voted unanimously that Arthur Fuller, Treasurer is hereby authorized to sell, assign, transfer and convey any or all of the property owned by the Swain, Fuller Manufacturing Company for such consideration and on such terms as he shall deem to be for the best interests of the company and to affix the corporate seal to and to execute in the name and behalf of the company such deeds, assignments and other instruments as shall in the opinion of the Treasurer be necessary or proper to vest a good title to said property in the purchaser or purchasers thereof.

A true copy from the records of the Directors of the Swain Fuller Manufacturing Company.

Attest: Arthur Fuller, Treasurer.

PLAINTIFF'S EXHIBIT 89.

[Put in Evidence, page 519.]

This instrument made this fifteenth day of February, A.D. 1901, by and between Mellen Bray of Newton in the Commonwealth of Massachusetts, hereinafter called the Vendor, and the United Shoe Machinery Company, a corporation organized under the laws of the State of New Jersey and having a usual place of business in Boston in said Commonwealth, hereinafter called the Purchaser, Witnesseth:

Whereas the Vendor has agreed to sell and assign and to cause to be transferred to the Purchaser fifty-nine thousand and nine hundred and twenty-one (59,921) shares of the capital stock of the Globe Sewing Machine Company, a corporation duly organized and existing under the laws of the State of Maine, hereinafter referred to as the Globe Company, the corporate name of said Company being formerly "Bertrand Sewing Machine Company", the certificates of the shares so to be sold, assigned and transferred

now standing of record on the books of the said Globe Company as follows :—

Mellen Bray	59,901
Mellen N. Bray	10
M. E. Crocker	10
	<hr/>
	59,921

Now be it known :—

First. The Vendor hereby warrants and covenants that the total amount of the issued capital stock of the said Globe Company does not exceed one hundred thousand shares each of the par value of ten dollars ; and that of said amount of capital stock there is now standing of record in the name of Mellen Bray, Treasurer, Trustee, ten thousand (10,000) shares subject to the disposition and control of the Directors of said Globe Company ; that the said Globe Company is free from all indebtedness and direct or contingent obligations, except the indebtedness specifically set forth in the Schedule hereto, amounting at the date of the execution of these presents to \$, and except such liabilities as exist or may arise by reason of the following described written agreements or indentures :—

(a) An agreement made the 29th day of June, 1895, between Mellen Bray and Joseph Eli Bertrand, of the one part, and Phipps & Son, of College Street, Northampton, England, Engineers of the other part.

(b) An indenture made the ninth day of October, 1895, between Mellen Bray and Joseph Eli Bertrand, of the one part, and the Bertrand Sewing Machine Company of the other part, wherein and whereby the Bertrand Sewing Machine Company covenanted and assumed to perform all the covenants, agreements and stipulations in said agreement above referred to between said Bray and Bertrand and said Phipps & Son which were to be performed by or on the part of said Bray and Bertrand or either of them.

(c) An agreement of guaranty executed by Mellen Bray in favor of M. C. Dizer & Company, dated June 21, 1895.

(d) An agreement between the Bertrand Sewing Machine Company and M. C. Dizer & Company, contained in a letter dated

March 20, 1897, addressed and delivered to said Company by said Dizer & Company and accepted by said Company under date of April 24, 1897.

(e) An agreement made the 31st day of December, 1896, by and between Alfred B. Fowler of Pawtucket, Rhode Island, of the first part, and the Bertrand Sewing Machine Company of the second part.

(f) An agreement made the 28th day of November, A.D., 1898, by and between said Globe Sewing Machine Company, Alfred B. Fowler and Mellen Bray.

(g) An agreement made the 30th day of June, 1899, by said Globe Sewing Machine Company and Mellen Bray with C. K. Fox.

(h) An agreement made the 27th day of January, 1899, by said Globe Sewing Machine Company and Mellen Bray with E. G. Morrison & Co.

(i) Such agreements as have been given by the said Globe Sewing Machine Company, either alone or jointly, with the Vendor, to protect persons taking machines put out by it against suits for infringements of patents.

Second. The Vendor agrees that, whenever requested so to do by the Purchaser, he will co-operate with the Purchaser to cause the officers and Directors of said Globe Company to resign, and to cause their resignations to be accepted in such order as the Purchaser shall desire, and to cause the several nominees of the Purchaser to be elected as officers and Directors in the place of the present officers and Directors.

Third. The Vendor, in consideration of one dollar and other valuable consideration to him paid, the receipt of which is hereby acknowledged, has sold and assigned and by these presents does sell and assign to the Purchaser the above-mentioned 59,921 shares of the capital stock of the Globe Company, the certificates for which stand of record on the books of the Globe Company in the names of —

Mellen Bray	59,901
Mellen N. Bray	10
M. E. Crocker	10
	<hr/>
	59,921

and does agree to deliver on demand to the Purchaser the certificates for said 59,921 shares duly endorsed in blank by the respective holders thereof.

Fourth. And the Purchaser hereby agrees to indemnify and hold harmless the Vendor for and against any loss, cost or damage which he may suffer by reason of any liability which he now is or hereafter may be under to any of the parties named in any of the agreements aforesaid by virtue of the provisions thereof, whether such liability exists or may arise out of anything heretofore done or omitted, or may arise out of future acts or omissions; and the benefit of this covenant shall extend to the representatives of the Vendor.

In Testimony Whereof the parties have hereto set their hands and seals the day and year first above written, the said United Shoe Machinery Company having caused its name and corporate seal to be hereto affixed by its President thereunto duly authorized.

[SEAL]

MELLEN BRAY

[SEAL]

UNITED SHOE MACHINERY CO.

by S. W. Winslow, President.

SCHEDULE

Globe Sewing Machine Co. 1st Schedule Liabilities Feb. 14, 1901.

Mellen Bray & Co.	86984.21
A. B. Fowler	3529.23
Farnsworth, Hoyt & Co.	113.29
G. L. Roberts & Bro.	1148.96
Sundry Current Bills, not over	300.00
	<hr/>
	\$92075.69

PLAINTIFF'S EXHIBIT 90.

[Put in Evidence, page 521.]

Know all Men by these Presents: That the Boot & Shoe Sole Laying Company, a corporation duly organized under the laws of the State of Maine (hereinafter called the Sole Laying Company) in consideration of the sum of one dollar and other valuable considerations to it paid by the United Shoe Machinery Company, a corporation duly organized under the laws of the State of New Jersey (hereinafter called the United Company), the receipt of which is hereby acknowledged, does hereby grant, sell, assign, transfer, and deliver unto the said United Company, its successors and assigns, all the property real and personal owned or held by the Sole Laying Company, wherever situated, and the entire business of the said Sole Laying Company together with the good-will thereof, including all machines, machinery shafting, tools, special tools, patterns, drawings, models, stock on hand manufactured, unmanufactured, or in process of manufacture, spare parts, all books of entry and account, office furniture and fixtures, and all other property owned by the said Sole Laying Company and now on the premises occupied by the said Sole Laying Company at 205 Lincoln Street, Boston, Massachusetts, or elsewhere; also all shoe machines loaned or held upon lease of which the said Sole Laying Company is the owner or in which it has any right, title or interest, legal or equitable, wherever said machines may now be located, together with all leases, licenses, or contracts relating to said machines, all Letters Patent of the United States or foreign countries, all applications for Letters Patent of the United States or of foreign countries, all inventions for which Letters Patent have not as yet been applied, and all rights in, to or under said Patents, applications or inventions, all cash on hand or on deposit, all choses in action, including all claims and demands for any past infringement of Letters Patent; also all books and accounts receivable, stock of corporations, notes and other evidences of indebtedness, and all contracts, leases and agreements of said Sole Laying Company to which it is a party or in which it has any beneficial interest, and

all property wherever situated owned by the said Sole Laying Company, including the good-will and all trade-marks and trade-names; provided, however, that the record books and books of entry and account shall remain in the custody of the officers of the Sole Laying Company with full right to use the same until the Sole Laying Company shall be dissolved according to law.

To Have and to Hold the aforesaid property and rights to the said United Shoe Machinery Company, its successors and assigns, to their own use and behoof forever.

And for the consideration aforesaid the said Sole Laying Company does hereby covenant and agree that it will and its successors shall, whenever requested by the said United Company or its successors or assigns, do all acts and execute and deliver all instruments and papers which may be necessary or convenient to carry into effect the terms and intent of this instrument and to vest in the said United Company and its successors and assigns, or such other corporations as it may request, the full and complete title in and to all property and rights hereby conveyed or intended so to be; at the expense, however, of the said United Company.

And for the consideration aforesaid, it does hereby appoint the said United Company, its successors and assigns, its true and lawful attorney in the name of the Sole Laying Company or of the United Company to take such action at law or in equity or otherwise as it may deem desirable to secure to it the full benefit and advantage of the rights hereby conveyed or intended so to be.

In Witness Whereof the said Boot & Shoe Sole Laying Company has caused this instrument to be signed by Louis H. Baker its Treasurer, and its corporate seal to be hereto affixed this 25th day of May 1901.

BOOT & SHOE SOLE LAYING COMPANY

by Louis H. Baker, Treasurer.

I. R. Stamp Cancelled.

Commonwealth of Massachusetts.

Suffolk, ss.

Boston, June 1, 1901.

Then personally appeared the above-named Louis H. Baker, Treasurer, and acknowledged that he executed the foregoing instru-

ment and that the foregoing instrument is the free act and deed of the Boot & Shoe Sole Laying Company, before me

[SEAL]

Guy Cunningham, Notary Public.

PLAINTIFF'S EXHIBIT 91.

[Put in Evidence, page 525.]

This Agreement made and entered into this nineteenth day of June, 1901, by and between John C. Rhodes and John B. Rhodes, both of New Bedford, Massachusetts, and doing business under the firm name and title of J. C. Rhodes & Company, parties of the first part (hereinafter called the vendors), and the United Shoe Machinery Company, a corporation duly organized and existing under the laws of the State of New Jersey, having its registered office in Paterson, New Jersey, and its principal place of business in Boston, Massachusetts, party of the second part, (hereinafter called the United Company): Witnesseth, That

Whereas, the vendors are carrying on the business of manufacturing and selling eyelets of various descriptions, but principally for boots and shoes; and

Whereas the vendors desire to sell the said business and all the property owned therein or in connection therewith, both real and personal, together with the goodwill of the said business; and

Whereas the United Company is desirous of purchasing the same for the account of the Eppler Welt Machine Company.

Now, Therefore, in consideration of one dollar by each of the said parties to the other in hand paid (the receipt whereof is hereby respectively acknowledged), and in consideration of the covenants and agreements hereinafter contained, the said parties hereby covenant and agree as follows:

(1) The vendors shall and hereby do convey, transfer and deliver unto the said Eppler Welt Machine Company, its successors and assigns, the entire business of the firm of J. C. Rhodes & Company, of New Bedford, Massachusetts, as a going concern, together with the goodwill thereof and expressly including in the said conveyance, transfer and delivery, all the assets and property pertain-

ing to, used in or connected with the said business, including the factory and the factory site and premises at 123 North Front Street, New Bedford, with all the machine shops, buildings, constructions, engines, boilers, furnaces and fixtures thereon, and easements and appurtenances thereunto belonging, and all machinery, belting, shafting, tools, mechanical devices, patterns, models of every sort and description, japans, and all other chemical mixtures and combinations, all patents and applications for patents, licenses under patents and all other patent rights, all inventions regardless of whether patents have been applied for or not, together with all processes, whether mechanical or chemical or both, expressly including all secret processes and all other trade secrets, known and used by the vendors in the same business or in any way relating thereto, (and the vendors agree to use their best endeavors to persuade any employees in the said business to convey, transfer and deliver all and any such secret processes used or known by them), and all trademarks and trade-names (including the right to continue to do business for three (3) years from the date hereof under the name "J. C. Rhodes & Co." or any similar name and during and after such three years the name of the "Rhodes Eyelet Company" or any other name not including the initial letters "J" or "J. C." or "J. B." or the name "John" in connection with the name "Rhodes"), also the entire stock in trade of the vendors and all goods, whether finished or in process of manufacture, and raw material, all books, journals, ledgers, letters, copybooks and other papers and documents, which books, journals, ledgers, letters, copybooks and other papers and documents shall be open at all reasonable times for the inspection of the vendors, and all book accounts, credits, claims, notes and bills receivable, all contract rights, and all rights of action, either at law or in equity, and all franchises, privileges and other assets of whatever description of the said vendors used in, relating to or intended or adapted for the said business. The said conveyance, transfer and delivery shall take place as of June 1, 1901, and all transactions by the said vendors since that date shall be considered as having taken place on behalf of the said Eppler Welt Machine Company. The said Eppler Welt Machine Company

shall assume the liabilities of the said business as of June 1, 1901; but the vendors expressly covenant and guarantee that on the said June 1, 1901, the liabilities of the vendors in respect of the said business and hereby assumed by the said Eppler Welt Machine Company, whether direct or indirect, due and payable, or accrued but not payable, or contingent, were not in excess of forty-three thousand (\$43,000.00) dollars; and that since the said June 1, 1901, the vendors have not incurred any unusual expense in respect of their said business or contracted any debts or liabilities outside of the ordinary course of business; and it is expressly understood and agreed that the assumption by the said Eppler Welt Machine Company of the liabilities of the said business as hereinbefore recited is conditional upon the truth of the statements contained in the covenant and guaranty immediately hereinbefore preceding. The vendors shall at any time hereafter without expense to themselves or either of them at the request of the said Eppler Welt Machine Company or the United Company, do, sign, execute, and deliver any and all things, papers, instruments, deeds, bills of sale, and assignments which either of the said Companies may be advised are necessary to give the said Eppler Welt Machine Company a good and perfect title to any and all of the property hereby conveyed or intended to be conveyed.

(2) The vendors shall use their best efforts during the three months next following the date hereof to teach and instruct thoroughly any nominees of the United Company, not exceeding three in number, in any and all of the secret processes and other trade secrets heretofore known and used by the vendors, or either of them, in or in connection with the vendors' said business, and the vendors agree to use their best endeavors to persuade their employees to do the same, and shall, if so requested within twelve months from date, reduce such instructions to writing as fully, clearly and intelligibly as possible, and deliver the same to the said nominees of the United Company; and the vendors shall take any and all reasonable and proper steps which they shall be requested to take or which shall suggest themselves as expedient, not inconsistent with the provisions hereof, in order that the said nominees

of the United Company shall be made thoroughly conversant with the said secret processes and trade secrets, and enabled to make use of and employ such processes and trade secrets with the same degree of facility as the vendors or their employees; and the United Company agrees that the said nominees shall be suitable and proper persons to receive such instructions, and that they shall be designated and shall present themselves for such instructions at the factory in New Bedford within thirty (30) days from the date of the execution of this agreement, so as to enable the vendors to teach and instruct them within said three months from the date hereof.

(3) The said John B. Rhodes shall for three months from the date hereof take charge of, manage and carry on the said business, and shall devote as much time to the management and carrying on of said business for said Company as aforesaid as has heretofore been devoted by him to said business, when carried on by the vendors; and the vendors and either of them shall at all times during a period of five years from date give the fullest information in their power, upon request of the United Company, its officers, agents or nominees, upon any and all points connected with the history, development or management of the said business or of any of its parts, branches or departments.

(4) The United Company shall pay the vendors the sum of Two hundred thousand (200,000) Dollars cash upon the execution of this agreement, together with interest to date thereon from June 1, 1901, calculated at the rate of six per cent. per annum, and the receipt of either of the vendors shall be evidence that the United Company has complied with this provision. The United Company shall also issue to the vendors within five (5) days after the execution of this agreement, one hundred and seventy-five thousand (175,000) dollars at par of its preferred capital stock (that is, seven thousand (7,000) shares of such preferred capital stock), and the receipt of either of the vendors shall be evidence that the United Company has complied with this provision. The vendors shall not sell all or any part of the said seven thousand (7,000) shares of preferred capital stock within a period of twelve (12)

months from the date hereof without first making an offer in writing to Sidney W. Winslow, of Beverly, Massachusetts, President of the United Company to sell the same to him or to his nominee at the current market price upon the date of such offer. The said Winslow shall accept or reject such offer in writing within five (5) days after the receipt of such offer, and if he accept such offer, shall pay for same within (30) days from the receipt of such offer. The United Company shall further issue to the vendors, within five (5) days after the execution of this agreement, four hundred thousand (400,000) dollars at par of its preferred capital stock (that is, sixteen thousand (16,000) shares of such preferred capital stock) and the receipt of either of the vendors shall be evidence that the United Company has complied with this provision. The vendors shall not sell all or any part of the said sixteen thousand (16,000) shares of preferred capital stock within a period of three (3) years from the date hereof, at less than twenty-seven and 50-100 (27.50) dollars per share; except, and provided that, however, the vendors may notify the United Company in writing at or before the end of the second year from the date hereof that they desire the United Company to purchase from them at the end of the third year from the date hereof, all or any part of such sixteen thousand (16,000) shares of preferred capital stock, at twenty-five (25) dollars per share, whereupon the United Company shall be bound to purchase from the vendors at or before the end of the said third year from the date hereof, at twenty-five (25) dollars per share, such number of the said sixteen thousand (16,000) shares as the vendors may have designated in the said written notification; but the United Company shall have the privilege of purchasing such shares during the said third year in instalments, if it shall so desire, and upon the payment of any such instalment a pro rata number of the shares elected to be sold by the vendors as aforesaid shall be transferred to the United Company. The United Company shall further pay the vendors on or before July 15, 1901, an amount equal to the interest on five hundred seventy-five thousand (575,000) dollars for one month, calculated at the rate of six (6) per centum per annum, that is to say, the sum of twenty-eight hundred seventy-five

(2875) dollars, which sum shall be in lieu of any claim that the vendors might otherwise have to share in the last declared dividend on the preferred stock of the United Company, payable to stockholders of record on June 20, 1901. All the said stock referred to in this paragraph, that is, twenty-three thousand (23,000) shares of preferred stock, shall be issued jointly or severally to the vendors, as they shall in writing designate.

(5) It is further expressly provided and agreed that if at any time within three years next following the date hereof the net cash assets of the United Company (that is, the cash assets of the United Company over and above the liabilities of said Company (or if the surplus earnings and accumulated profits of said United Company at any time within said three years fall below the sum of eight hundred thousand (800,000) dollars, then the United Company shall upon receiving written notification of the election of vendors or either of them to avail themselves of this provision purchase for cash within thirty days from the receipt of said notification all or such part of the said sixteen thousand (16,000) shares of preferred stock at par as may be designated in the said written notification. The vendors or either of them shall in furtherance of the right in this paragraph hereinbefore provided have the further right at any time within the said three years to name in writing three public accountants, from whom one shall be selected by the United Company and such public accountant so selected by the United Company from the three named by the vendors or either of them shall have the right to examine the commercial books and accounts of the United Company, and if he shall find and report in writing that either the net cash assets of the United Company as hereinbefore defined or the surplus earnings and accumulated profits of the said United Company have fallen below eight hundred thousand (800,000) dollars, then the right of the said vendors to avail themselves of the provisions in this paragraph shall forthwith accrue.

(6) Upon the death of the vendors or either of them the rights hereby granted to and the liabilities hereby assumed by them or either of them in respect of the said twenty-three thousand (23,000) shares of preferred stock shall pass and inure to and be exercised

and assumed by the legal representatives of the vendors respectively.

(7) In order more fully to protect the goodwill of the business hereby conveyed, the vendors, and each of them, hereby covenant and agree that neither of them (except as hereinafter employed by or connected in some official capacity with, or as shareholder in the United Company, or the said Eppler Welt Machine Company, their respective assigns and successors) will, for a period of fifteen (15) years from the date hereof, either as proprietor, manager, manufacturer, partner, agent, employee, or stockholder of any corporation, carry on, engage in or be connected with, either directly or indirectly, the business of manufacturing or selling eyelets of any description or any substitutes therefor or any machinery for making eyelets, but it is understood for the purpose of this agreement that lacing hooks or buttons shall not be considered as substitutes for eyelets, and each of the vendors covenants never to disclose to any other than the said nominees of the United Company any of the said secret processes or trade secrets, nor for a period of fifteen years from the date hereof to disclose any secret processes or secrets relating to the said business hereby conveyed that may hereafter become known to either of them; but for the period of fifteen (15) years aforesaid to promote the success of the said business to the best of their several ability by communicating and disclosing to the nominees of the United Company any ideas or suggestions as to the conduct or management of the business, and any knowledge of inventions or improvements of present processes, or any new processes relating to the said business that may occur to or become known to either of the vendors, but without pecuniary expense to either of them.

(8) The Company agrees from the date hereof that the said John C. Rhodes shall be given full information from time to time regarding the management and operation of the business of the Company to the same degree and extent as any director of the Company, and shall have the right to inspect and examine any report made to the directors by any auditor of the Company.

(9) The vendors agree to sign any decree or stipulation or to

take any step or action in or in respect of any litigation in which they are engaged, upon the request of the United Company, provided that compliance with such request shall not involve any liability or expense on the part of the vendors.

(10) The vendors agree to furnish the certificate of an attorney at law of publicly recognized good standing and reputation that he has examined the chain of title to the real estate hereby conveyed for at least a period of thirty years back, and that he is satisfied that the vendors' title to the same is clear and free from all encumbrances.

(11) All covenants made and all conditions assumed by the vendors herein shall be binding upon them jointly and severally.

In Witness Whereof the said John C. Rhodes and the said John B. Rhodes have hereunto set their hands and seal and the United Company has caused these presents to be executed and its corporate seal to be hereto affixed by Sidney W. Winslow, its President, thereunto duly authorized the day and year first above written.

JOHN C. RHODES.

[SEAL]

JOHN B. RHODES.

[SEAL]

[SEAL]

UNITED SHOE MACHINERY COMPANY

By Sidney W. Winslow, President.

Attest: Louis H. Baker, Secretary.

PLAINTIFF'S EXHIBIT 92.

[Put in Evidence, page 529.]

Indenture made this fourteenth day of December 1901, between Morley Button Manufacturing Company, a corporation organized and existing under the laws of the State of Maine (hereinafter called the Vendor) party hereto of the first part, and United Shoe Machinery Company, a corporation organized and existing under the laws of the State of New Jersey, (hereinafter called the Vendee) party hereto of the second part.

Whereas, the Vendor is engaged in the business of manufacturing and selling eyelets, and has in its factory in Portsmouth in the State of New Hampshire, certain machinery, tools, fixtures, appa-

ratus, materials, patterns and drawings for use in manufacturing eyelets and machines for making and finishing the same, the principal items of which are mentioned in Schedule A hereto annexed and is the owner of certain trade marks, inventions and improvements, an application for the grant of Letters Patent of the United States, and Letters Patent of the United States numbered 672,884, dated the 30th day of April, 1901, and certain secret processes for the manufacture of eyelets and secret formulas for preparing the finishing or coating material which it has applied to its eyelets, all which property of every nature hereinbefore referred to, together with the good will of said business and of the officers of the Vendor, the Vendee desires to purchase;

Now this Indenture Witnesseth that,

In consideration of the sum of Thirty-one Thousand Dollars (\$31,000) paid by the Vendee to the Vendor, and of other valuable consideration, the receipt of which is hereby acknowledged

1. The Vendor has sold and conveyed, and by these presents does sell, convey and deliver unto the Vendee all the goods, chattels and property of the Vendor belonging to its eyelet business, consisting principally of all the machinery, tools, fixtures, apparatus, materials patterns and drawings now situated in the factory of the Vendor in said Portsmouth or elsewhere which have been used by the Vendor, or which were or are intended for use in manufacturing eyelets or machines and appliances for making and finishing eyelets, (the principal items thereof being mentioned in Schedule A hereto annexed) and the Vendor does also by these presents sell and convey unto the Vendee all trade marks used by the Vendor in the prosecution of said eyelet business; all the present right, title and interest of the Vendor in inventions and improvements which relate to eyelets, or machinery, machines, appliances, processes or methods used in the manufacture of eyelets, all secret processes or methods used by or known to the Vendor which are adapted for use in the manufacture of eyelets, and the good will of its said eyelet business; together with the entire interest in the inventions described in an application for the grant of Letters Patent of the United States for an improvement in eyelets invented

by one R. L. Ellery, filed in the United States Patent Office on the 6th day of May, 1901, Serial No. 58,897, and the entire interest in Letters Patent of the United States No. 672,884, dated April 30, 1901, granted upon the application of one Walter E. Bennett.

Reserving, however, to the Vendor its books of account, cash on hand and in banks and all debts, bills receivable and obligations due or payable to it in respect to said eyelet business, also the stock of eyelets, finished and in process, brass and scrap, such stock being substantially as described in Schedule B hereto annexed.

To Have and to Hold all and singular the said goods, chattels, property and rights to Vendee and its successors and assigns.

2. And for the consideration aforesaid the Vendor covenants with the Vendee that the property and premises conveyed as aforesaid are free from all incumbrances; that the Vendor has good right to sell the same; that the Vendor will warrant and defend the same against the lawful claims and demands of all persons; and that the Vendor will from time to time hereafter, at the cost of the Vendee, execute and deliver to the Vendee such deeds, assignments or other written instruments and will do such acts, or cause them to be done upon the request of the Vendee, as shall in the opinion of the counsel of the Vendee be necessary or proper to vest and confirm in the Vendee the legal title to the property and premises hereby conveyed and, in especial, to assure to and vest in the Vendee the entire interest of the Vendor in and to all patentable inventions or improvements hereby conveyed and in and to Letters Patent of all countries therefor.

3. As further consideration of said sale and conveyance, the Vendee covenants that, in two suits in equity now pending in the Circuit Court of the United States for the District of Massachusetts, in each of which the J. C. Rhodes & Co. Incorporated is plaintiff and the Vendor is defendant, which charge infringement by the Vendor of Letters Patent of the United States for an improvement in eyelets, numbered 565,091 and dated August 4, 1896, and of Letters Patent of the United States for a design for an eyelet numbered 24,867 and dated November 12, 1895, it will

cause the bills of complaint to be dismissed without prejudice and without costs; and the Vendee covenants that without charge to the Vendor it will cause said J. C. Rhodes & Co. Incorporated, to execute and deliver to the Vendor a release under seal from all claims for damages or profits which J. C. Rhodes & Co. Incorporated or its predecessors in ownership of said several Letters Patent have by reason of the manufacture, sale or use of eyelets by the Vendee, or its customers, in infringement of said Letters Patent or either of them; and, further, the Vendee covenants that it will cause J. C. Rhodes & Co. Incorporated, as owner of said Letters Patent No. 565,091 and No. 24,867, to license the Vendor for the consideration of One Dollar, to manufacture the brass and the eyelets in process referred to in said Schedule B into eyelets which shall embody the invention and design respectively patented in said Letters Patent, and to sell such eyelets and the finished eyelets referred to in said schedule, to the Vendee or its nominees, or otherwise as hereinafter provided and during the term of one year from the date of these presents, to make and sell eyelets to the Vendee, or its nominees, or otherwise as hereinafter provided which shall embody the said invention and the said design.

4. The Vendee hereby agrees that, pursuant to the license to be granted to the Vendor under said Letters Patent No. 565,091 and No. 24,867, as aforesaid, the Vendor may sell to its present agents or customers a sufficient number of the finished eyelets referred to in said Schedule B, or eyelets to be completed or made from the eyelets in process or the brass referred to in said Schedule, to fill all orders which are on the books of the Vendor at the date of these presents and such orders as the agents of the Vendor have taken of which the Vendor shall be notified within thirty days from the date of these presents; but the Vendor agrees that it will not sell such eyelets at less than the prices mentioned in said Schedule C. hereto annexed. And the Vendor further agrees that the Vendee shall have the option to purchase at the lowest prices mentioned in said Schedule C for jobbers all such eyelets mentioned in said Schedule or made up from the material referred to in said Schedule, which shall not be required by the Vendor to fill its orders and the

orders to be taken by its agents as aforesaid, and if such option shall not be exercised within thirty days after the Vendee is notified thereof by the Vendor, the Vendor shall be at liberty to sell to the trade at not less than the prices mentioned in said Schedule C any of such eyelets which it then has on hand.

5. The Vendor, if so requested to do by the Vendee, will allow the machinery and apparatus mentioned in Schedule A hereto to remain for one year from the date of these presents in the factory of the Vendor at said Portsmouth substantially as now located in said factory, without charge for rent or storage, and also will, if requested so to do by the Vendee, manufacture eyelets for the Vendee during said year, by the aid of said machinery and apparatus, charging therefor the actual cost of labor and materials plus a reasonable charge for power, light and heat and for services of superintendents, but making no charge for rent. The Vendor shall only sell such eyelets to nominees of, or to customers approved by the Vendee, at prices from time to time to be fixed by the Vendee. The Vendor shall render bills on the first day of each month for all charges and disbursements in connection with the manufacture of eyelets for the Vendee, and the Vendee shall pay such bills on or before the 15th day of the month in which they shall be rendered.

6. The Vendor agrees, at any time during one year from the date hereof, to assist the Vendee in moving from said factory of the Vendor the property hereby sold and purchased, by suitably boxing, crating and otherwise preparing the same for shipment and by loading the same on the cars at said Portsmouth, and will charge therefor only the actual cost of the labor and materials employed. And the Vendor further agrees that, if the Vendee shall so request, the Vendor will at any time within three months after the removal of said property from said Portsmouth furnish skilled men from its factory, who thoroughly understand the manufacture of eyelets as hitherto conducted by the Vendor, to assist the Vendee in setting up said machinery and apparatus and to instruct the superintendents and workmen of the Vendee in the operation of the same and in the use of the secret and other processes heretofore practiced by the Vendor in the manufacture of

eyelets and in preparing and applying thereto finishing or coating material, and the Vendee shall reimburse the Vendor for the wages and expenses of workmen and other disbursements incurred by it in rendering such assistance.

7. The Vendor, for the consideration aforesaid, covenants and agrees with the Vendee, that it, during the term or terms of said Letters Patent No. 672,884, or of such Letters Patent of the United States as shall be granted upon the application of said Ellery hereby conveyed, will not directly or indirectly engage in the manufacture or sale of eyelets and will not engage in the eyelet business in competition with the Vendee, and will not encourage, aid or assist others in such competition, and will, so far as it shall exercise its influence in the trade, both in the United States and in foreign countries, endeavor to promote the interests of the Vendee and to assure to the Vendee the exclusive advantages intended to be secured by this instrument; and, to this end, the Vendor will cause its treasurer to join in the execution of this indenture binding thereby not only the Vendor, but also its said treasurer individually to the covenants in this Section 7 contained.

8. The covenants and agreements herein contained incumbent upon or for the benefit of the Vendor and of the Vendee respectively shall be incumbent upon and for the benefit of their respective successors and assigns.

In Witness Whereof, the Vendor has caused its corporate seal to be hereto affixed and these presents to be signed by its treasurer, under his seal, whose signature hereto shall bind the Vendor to all the covenants and agreements on the part of the Vendor herein contained and shall also bind its said treasurer individually to the observance of the covenants and agreements contained in Section 7 hereof, and the Vendee has caused its corporate seal to be hereto affixed and these presents to be signed by its President the day and year first above written.

Executed in duplicate.

[SEAL]

MORLEY BUTTON MANUFACTURING COMPANY
By S. M. Merrill, Treas.

[SEAL]

UNITED SHOE MACHINERY COMPANY
By S. W. Winslow, President.

SCHEDULE A.

Inventory of the Eyelet Department of the

Morley Button Manufacturing Company at Portsmouth, N. H.

Standard Machinery, Tools, Fixtures Shafting Pulleys,
Belting, etc.

	Cost
Standard Machines and Tools	\$1825.80
Shafting Pulleys and Belting	475.00
Motor, Switch, Starting Box, etc.	500.00
Scales, (4 sets)	200.00

Special Machinery for making eyelets.

6 large Multiple presses with countershafts	3994.00
Dies and tools for same	1024.75
Dies and tools for same in process	268.60
Annealing furnaces	937.00
Gas japan ovens	160.00
1 multiple rolling in machine \$1000.00	
13 Roll in Machines at \$150	1950.00
Dies, Tools, etc., for the same	263.45

Machinery for finishing eyelets.

Tumbling barrels & Fixtures for Cleaning and dipping eyelets	786.40
Paint mills, japan tumbling bbls., tools, etc.	345.00
2 eyelet carding machines at \$500	1000.00
1 card punching machine	100.00
1 eyelet stripping	100.00

Materials for making and finishing.

Material for cleaning and tinning	318.70
Miscellaneous stock for japanning & finish	744.85
1 car load coke	48.44
Patterns and Drawings	2500.00

 \$17,541.99

SCHEDULE B.

Stock Finished and in process.

Finished Eyelets.

No. 2 Standard	3825 M
No. 2 Standard	2185 M
" 32 Roll Top	22053 M
" 5 Roll Top	700 M
" 11 Special	7920 M
" 2A	2900 M

In Process.

No. 2 Standard	12711 M
" 3 Standard	11323 M
" 32 Roll Top	41000 M

Brass.

9430 pounds brass	
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Scrap.

6953 pounds scrap	
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SCHEDULE C.

Stock Finished and in Process.

Finished Eyelets.

			Jobbers.	Mfrs.
#2 Standard	3825 M	400.	10-5 & 2%	5-30 6-10
#3 "	2185 M	350.	10-5 & 2%	" "
#32 Roll Top	32053 M	75.	72- 2%	2%
#5 " "	700 M	100.	86- 2%	2%
#11 Special	7920 M	120.	100- 2%	5-30 6-10
#A	2900 M	125.	105- 2%	" "

UNITED SHOE MACHINERY COMPANY.

At a special meeting of the Executive Committee of the Board of Directors of the United Shoe Machinery Company duly called and held at the office of the Company in Boston, Massachusetts on the fourteenth day of December 1901 at which a quorum was present, it was unanimously

Voted : —

That this Company do enter into an indenture with the Morley Button Manufacturing Company of the tenor of the foregoing instrument, and that the President be and he is hereby authorized to execute such indenture in duplicate in the name and on behalf of this Company, and to affix the seal of the Company thereto.

A true copy from the records of the Executive Committee of the Board of Directors of United Shoe Machinery Company.

Attest : _____, Secretary.

At a special meeting of the Directors of the Morley Button Manufacturing Company held at the office of the Company in Boston, Massachusetts on the 14th day of December, 1901, at which a quorum were present, it was unanimously

Voted : —

That this Company do enter into an indenture with the United Shoe Machinery Company of the tenor of the foregoing instrument, and that the Treasurer be and he is hereby authorized to execute such indenture in duplicate in the name and on behalf of this Company and to affix the seal of the Company thereto.

A true copy from the records of the Directors of the Morley Button Manufacturing Company.

Attest : Henry T. Gould, Secretary.

PLAINTIFF'S EXHIBIT 93.

[Put in Evidence, page 530.]

Agreement made this fifteenth day of February, 1902, between Oliver A. Miller, of Brockton, Massachusetts, (hereinafter called the Vendor) of the first part, and the United Shoe Machinery Company, a corporation duly organized and existing under the laws of the State of New Jersey, and having an office in Boston, Massachusetts, (hereinafter called the Vendee) of the second part.

Whereas, the Vendor has for many years past carried on the business of manufacturing and trading in "Treeing Machines" at said Brockton, with offices in said Boston, and in Northampton,

England, and with agencies in France, Germany, Australia and elsewhere; and

Whereas, the Vendor is willing to sell and the Vendee desires to purchase the said "Treeing Machine" business, together with the goodwill thereof, and the plant at said Brockton; and

Whereas, in carrying out said sale the Vendor has by an instrument dated February 8, 1902, transferred to the Vendee the land and buildings at said Brockton comprising the plant aforesaid; and by an instrument dated February 11, 1902, the Vendor has transferred to the Vendee certain United States Letters Patent relating to said "Treeing Machines" and parts thereof; and by an instrument dated February 11, 1902, the Vendor has transferred to the Vendee the machinery, tools, fixtures, stock, etc., situated in said plant; and by an instrument dated February 11, 1902, the Vendor has transferred to the Vendee certain machinery, tools, fixtures, stock, etc., situated at Northampton, England.

(a) Now, Therefore, in consideration of the sum of One Hundred and Sixty Thousand Dollars (\$160,000.00), the agreed purchase price for said business, goodwill, plant, stock, Letters Patent, etc., the receipt whereof in full is hereby acknowledged, the Vendor has further sold, assigned and transferred, and by these presents does sell, assign, and transfer to the Vendee, the goodwill of said business in "Treeing Machines" heretofore carried on at said Brockton and elsewhere under the name of O. A. Miller, together with the exclusive right to use the name of "O. A. Miller" in connection with the words "Treeing Machine" as a part of the corporate name of a corporation which shall be organized to carry on said business of manufacturing and selling said "Treeing Machines", but not otherwise, together with the right to represent such corporation and its successors and assigns as carrying on said business in said "Treeing Machines" in continuation of the Vendor and in succession to him, but not otherwise.

Except as above specified, nothing herein contained shall be construed as giving the Vendee any rights whatever to the use of the name "O. A. Miller", the Vendor expressly reserving all other rights in connection with the name of "O. A. Miller" and the

otherwise free and unrestricted right to use said name "O. A. Miller" or any part thereof in any and all countries.

(b) And for the said consideration the Vendor hereby further sells, assigns and transfers to the Vendee, all orders in connection with said "Treeing Machine" business outstanding on the 1st day of February, 1902, and all orders received since that date, together with all the benefits and advantages of the business transacted since that date, but the Vendee shall indemnify and hold the Vendor harmless against all expenses and liabilities incurred in the usual course of business in carrying on the business since that date.

Nothing herein contained is to be construed as giving to the Vendee any right whatever to the cash on hand, or in banks, or to books, books of account, accounts, bills receivable, debts, or obligations in existence on the 1st day of February, 1902, belonging to said business or the proceeds thereof, all and each of which are and is hereby expressly reserved by the Vendor for his own use and behoof, clear and free of any claim of or for or on behalf of the Vendee.

(c) And for the said consideration the Vendor further agrees that he will not at any time within fifteen years from the date of this Agreement, in any country in which "Treeing Machines" are used, either solely or jointly, with or as manager or agent for any other person or persons, or company, directly or indirectly, carry on or be engaged or concerned or interested in the business of manufacturing, selling, or dealing in boot or shoe "Treeing Machines", or "tree" legs, "tree" feet, or other parts thereof, or "treeing" tools for the "treeing" of boots or shoes by manufacturers before the said boots or shoes are packed or made ready for shipment. But nothing herein contained shall be construed as having any reference whatever to the manufacture or sale of Domestic or Retail boot or shoe "Trees", Polishers, Holders, or parts thereof, or Lasts, Followers, or Foot Forms, in respect to each and all of which the Vendor parts with no rights whatever, but hereby expressly reserves to himself the free and unrestricted right in any and all countries to make, use, or sell the same, or to

authorize others to make, use, and sell the same, either as agents, assigns, vendees or otherwise, as the Vendor may elect.

(d) The Treeing Machines referred to in clause (a) as being transferred to the Vendee, are machines designed and adapted for "treeing" boots or shoes in shoe factories before the boots or shoes are packed or made ready for shipment.

The Domestic or Retail boot or shoe "Trees", Polishers, and Holders referred to in clause (c) are devices designed and intended for the dressing, etc., of boots and shoes in Retail stores and elsewhere after the boots and shoes are received from the maker.

(e) And for the said consideration, the Vendor, for himself and his executors and administrators, covenants and agrees with the Vendee, and its successors and assigns, to execute and deliver such other deeds, assignments, powers of attorney or other instruments, and to do such acts as shall be necessary or proper to secure to and confirm in the Vendee, and its successors and assigns, all the plant, machinery, tools, fixtures, office furniture, merchandise, material of every nature, either crude or in process of manufacture, all Letters Patent, licenses and interests in Letters Patent or inventions, and all chattels and effects of every kind, nature and description, and the benefit of all contracts which belong to the Vendor and which constitute a part of the "Treeing Machine" business and plant hereby sold, wherever the same or any part thereof are situate.

In Witness Whereof, the party of the first part has hereunto set his hand and affixed his seal, and the party of the second part has caused its corporate name to be signed and its corporate seal to be affixed in token of its acceptance of this Agreement, the day and year first above written.

Witnesses :

William Quinby
Elmer P. Howe

[SEAL]

Witnesses :

L. H. Baker

OLIVER A. MILLER

[SEAL]

UNITED SHOE MACHINERY CO.

Edward P. Hurd, Asst. Tres.

PLAINTIFF'S EXHIBIT 94.

[Put in Evidence, page 531.]

ASSIGNMENT.

Whereas, Oliver A. Miller, of Brockton, Massachusetts, is the owner of the entire right, title and interest in and to Letters Patent of the United States hereinafter enumerated ; and

Whereas, the United Shoe Machinery Company, a corporation duly organized and existing under the laws of the State of New Jersey, of Paterson, in the State of New Jersey, is desirous of acquiring the entire right, title and interest of said Miller in and to the several Letters Patent of the United States of America hereinafter referred to, and inventions therein shown, described and claimed :

Now, this indenture witnesseth, that for and in consideration of the sum of One Dollar, and other good and valuable considerations, the receipt whereof in full is hereby acknowledged, the said Oliver A. Miller has sold, assigned and transferred, and by these presents does sell, assign and transfer unto the said United Shoe Machinery Company, its successors and assigns, the entire right, title and interest in and to the following inventions and Letters Patent, and any reissue, renewal or extension thereof, for, to and in the United States, and for, to and in no other place or places:

No. 319,354, granted to Oliver A. Miller, assignee of Abel D. Tyler, Jr., for Boot Tree, June 2, 1885 ;

No. 319,355, granted to Oliver A. Miller, assignee of Abel D. Tyler, Jr., for Boot Tree, June 2, 1885 ;

No. 319,356, granted to Oliver A. Miller, assignee of Abel D. Tyler, Jr., for Boot Tree, June 2, 1885 ;

No. 347,309, granted to Oliver A. Miller, assignee of Alexander R. Wellman, for Boot Tree, August 10, 1886 ;

No. 348,937, granted to Oliver A. Miller, assignee of Abel D. Tyler, Jr., for Boot or Shoe Tree, September 7, 1886 ;

No. 393,003, granted to Oliver A. Miller, assignee of Alfred B. Fowler, for Boot-treering Machine, November 20, 1888 ;

No. 427,698, granted to Howard G. Locke and Brockton Last Company, for Boot or Shoe Tree, May, 13, 1890 ;

No. 440,788, granted to Oliver A. Miller, assignee of Jothan H. Burbank, Lovina J. Burbank, Administratrix, for Boot Tree, November 18, 1890 ;

No. 441,115, to Oliver A. Miller, assignee of F. L. Stone and Alexander R. Wellman, for Boot or Shoe Tree, November 18, 1890 ;

No. 441,116, granted to Oliver A. Miller, assignee of Alexander R. Wellman, for Boot Tree, November 18, 1890 ;

No. 441,117, granted to Oliver A. Miller, assignee of Alexander R. Wellman, for Boot Tree, November 18, 1890 ;

No. 442,033, granted to Oliver A. Miller, assignee of Alfred B. Fowler, for Boot-treeing Machine, December 2, 1890 ;

No. 442,034, granted to Oliver A. Miller, assignee of Alfred B. Fowler, for Boot-treeing Machine, December 2, 1890 ;

Design No. 26,040, granted to Oliver A. Miller, for Ironing Tool, September 15, 1896.

No. 612,114, granted to Oliver A. Miller, assignee of Howard G. Locke, for Boot or Shoe-Treeing Machine, October 11, 1898 ;

No. 618,700, granted to Oliver A. Miller, assignee of Don Curtis Luce, for Boot Tree, January 31, 1899 ;

And one-half of the entire right, title and interest in and to the following United States Letters Patent : —

No. 342,298, granted to Oliver A. Howe, for Boot or Shoe Tree-Foot, May 18, 1886 ;

No. 420,501, granted to Clarence A. Sumner and Oliver A. Miller, for Boot or Shoe-treeing Machine, February 4, 1890, and all my right title and interest in and to Letters Patent No. 452,142 dated May 12, 1891.

The same to be held and enjoyed by the said United Shoe Machinery Company, its successors and assigns, to the full end of the term for which said Letters Patent are or may be granted, as fully and entirely as the same would have been held and enjoyed by the said Oliver A. Miller had this assignment not been made.

And for the hereinbefore-mentioned consideration, the said

Oliver A. Miller hereby sells, assigns and transfers unto the said United Shoe Machinery Company, its successors and assigns, all claims and demands, both at law and in equity, that the said Oliver A. Miller has or may have for damages or profits accrued, or which may accrue, on account of any infringement of the said Letters Patent, prior to the date hereof; and the said Oliver A. Miller hereby authorizes and empowers the said United Shoe Machinery Company, its successors and assigns, to sue for and collect the same, using said Oliver A. Miller's name, if need be, as party plaintiff.

And the said Oliver A. Miller hereby covenants with the said United Shoe Machinery Company, its successors and assigns, that he has the lawful right to transfer the interests herein conveyed, in the manner and form as herein expressed, and that the same are free from all prior grants, mortgages, licenses, or other encumbrance, whatever.

In testimony whereof, the said Oliver A. Miller has hereunto set his hand and affixed his seal, this 11th day of February, 1902.

OLIVER A. MILLER [SEAL]

Personally appeared before me, the above-mentioned Oliver A. Miller, known to me to be the identical person described in, and who executed the above instrument, and acknowledged said instrument to be his own free act and deed, and that the same was executed and delivered by him for the considerations, purposes and uses therein expressed, on the day and year therein mentioned.

Given under my hand and seal, at Boston, Massachusetts, this 15th day of February, 1902.

William Quinby, Notary Public.

PLAINTIFF'S EXHIBIT 95.

[Put in Evidence, page 531.]

Know all Men by these Presents, That I, Oliver Ammi Miller, of Clarence Avenue, in the Borough of Northampton, England, Manufacturer, in consideration of One Dollar, and other valuable consideration to me paid by the United Shoe Machinery Company, a corporation duly organized and existing under the laws of the State of New Jersey, hereinafter called the United Company, the receipt whereof in full is hereby acknowledged, do hereby sell, assign and transfer unto the said United Company, all my right, title and interest in and to the treeing machines, stock in trade and effects owned by me and held on my account on and after February 1, 1902, by the O. A. Miller Last Company, Limited, under an agreement dated December 14, 1900, made between said O. A. Miller Last Company, Limited, and myself, a copy of which agreement and of the schedules referred to therein is hereunto annexed, and also all moneys now or hereafter owed me by said O. A. Miller Last Company, Limited, on account of sales made on or after said February 1, 1902, under said agreement, and hereby sell, assign and transfer unto said United Company the said agreement dated December 14, 1900, and all my right, title and interest therein accrued or accruing on or after February 1, 1902, reserving, however, to myself, my executors or administrators or assigns, the right to collect all moneys due me under said agreement for sales made prior to February 1, 1902, and I hereby agree on demand to execute, acknowledge and deliver to said United Company such further instruments, notices and papers and to do all such further acts as may be necessary or proper or required by said United Company to vest the said property and rights hereby sold and assigned to the said United Company, its successors or assigns, and hereby authorize the said United Company, its successors or assigns, in my name to carry out the provisions and terms of said agreement so far as the same are encumbent upon me, or so far as I am entitled to act thereunder with the right at any time

on or prior to July 1, 1902, to determine the said agreement in my name, as provided for therein.

To Have and to Hold the same unto the said United Company, its successors and assigns, to their own use and behoof forever.

The United Company is to hold me harmless from any debt or liability incurred on account of said business on or after the date of this agreement, and from all errors and shrinkage in the foregoing schedules.

In Testimony Whereof, the said Oliver Ammi Miller has set his hand and affixed his seal, and the said United Company has caused its corporate name to be signed and its corporate seal to be annexed by its assistant treasurer, to this instrument, and to another of like tenor and date, this eleventh day of February, 1902.

OLIVER AMMI MILLER [SEAL]

UNITED SHOE MACHINERY COMPANY [SEAL]

By Edwd. P. Hurd, Asst. Tres.